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1863–'64.

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Volume 2	No. 1.	Diplomatic.
Volume 3	No. 1.	Interior.
Volume 4	No. 1.	Navy.
Volume 5	No. 1.	War and Postmaster General.
Volume 6	Nos. 2 and 3.	
Volume 7	No. 4 to 26, except No. 11.	
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38TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { EX. DOC No. 74.

PRIZE CASES IN NEW YORK.

LETTER

FROM

THE SECRETARY OF THE NAVY,

IN ANSWER TO

A resolution of the House, of the 15th instant, relative to the disposition of prize cases in New York.

APRIL 20, 1864.—Referred to the Committee on Naval Affairs and ordered to be printed.

NAVY DEPARTMENT,
Washington, April 19, 1864.

SIR: In compliance with the resolution of the House of Representatives of the 15th instant, requesting the Secretary of the Navy to communicate to the House "the report of the Solicitor of the Treasury upon certain complaints of improper practices in the disposition of prize cases in New York," I have the honor to transmit the report referred to, together with the papers which accompanied it.

I deem it proper, also, in order to explain the manner in which these papers came into the possession of the department, to transmit a copy of a letter which it had occasion to address, on the 21st of August last, to the Attorney General.

I am, very respectfully, sir, your obedient servant,

GIDEON WELLES,
Secretary of the Navy.

Hon. SCHUYLER COLFAX,
Speaker of the House of Representatives.

NAVY DEPARTMENT, *August* 21, 1863.

SIR: In January last a communication was received by this department in which it was represented that fraud had been committed in the sale of the cargo of the prize steamer Anne, at New York. The only person implicated in the alleged fraud who was responsible to or under the control of this department was the counsel for the captors, Francis H. Upton, esq. A letter was accordingly addressed to him, requiring a prompt and satisfactory

explanation. The explanation was immediately rendered, and, so far as the department could judge, was entirely satisfactory. But the charge being renewed, and implicating officers of the district court and other persons not legally under the supervision of the department, or amenable to any board of investigation which it had authority to appoint, it became necessary or expedient to take other steps.

There being no specific charge which it would have been the duty of the district attorney at New York to investigate, and as that officer might himself be one of the parties more or less implicated, the department concluded that the proper course would be to refer the matter to the Solicitor of the Treasury. This course was suggested to it by the fifth section of the act of May 29, 1830, providing for the appointment of a Solicitor of the Treasury, which directed "that the said Solicitor shall have power to instruct the district attorneys, marshals, and clerks of the circuit and district courts of the United States in all matters and proceedings appertaining to suits in which the United States is a party or interested, and cause them, or either of them, to report to him, from time to time, any information he may require in relation to the same." The papers relating to the alleged fraud in the sale of the cargo of the prize steamer Anne were therefore transmitted to the Solicitor of the Treasury, with a brief letter stating that they were referred to him "for investigation, and such action as may be necessary."

In consequence of this reference, the Solicitor, it appears, instituted an investigation not merely of the alleged fraud in the case of the steamer Anne, but a general inquiry into "irregularities in the custody and disposition of prize property, and the proceeds thereof," in the city of New York, and has submitted to the department the result of his inquiries, accompanied by a bill for services rendered and expenses incurred in the investigation.

It does not appear to me that the department is liable for any of the expenses attendant on the investigation. It had no power to order it or give any directions respecting it, and there is no fund at its disposal to which such expenses could properly be charged. It anticipated no such liability in making the reference to the Solicitor, but merely designed to make him acquainted with alleged frauds on the part of those subject to his supervision and instructions.

The department, therefore, cannot entertain the claim presented by the Solicitor unless advised by you that it would be proper for it to do so, and at his request the matter is referred to you for your opinion.

I have no doubt that the investigation was necessary, that it has been ably conducted, and has resulted in valuable information and suggestions.

I am, respectfully, &c.,

GIDEON WELLES,
Secretary of the Navy.

Hon. Edward Bates, *Attorney General.*

Treasury Department,
Solicitor's Office, August 5, 1863.

Sir: As soon after the receipt of your letter of the 10th of February last as the numerous and pressing duties of my office would permit, I proceeded, in obedience to your directions, to the city of New York, to inquire into the foundation of the charges preferred to you of irregularities in the custody and disposition of prize property, and the proceeds thereof, in that city, and I have now the honor to report the result of those inquiries.

I reached New York about the 20th of April, and soon after my arrival was waited on by a number of gentlemen acting as a committee of mer-

chants, who, feeling an interest in the subject of the investigation about to be commenced, and having become more or less familiar with the particulars in which it was alleged that irregularities had occurred, tendered to me their assistance in the performance of the duty devolved upon me. This offer I at once accepted, and suggested that the committee should prepare a statement of the leading matters, which, in their judgment, demanded investigation, and should also furnish me with a list of all witnesses whom they regarded it as important that I should examine. In compliance with which suggestion they caused to be prepared and submitted to me the statement herewith transmitted, dated April 24, 1863, and signed M. H. Grinnell, chairman. The statement of reduction in the case of the Anne, referred to in the papers thus submitted to me, is one which, among other papers, was transmitted to me, together with your letter of the 10th of February, and is herewith returned. These papers, therefore, served, to some extent, as the basis of the investigation afterwards had, though, as will be perceived, the latter was by no means limited to the topics therein set forth.

It is perhaps proper for me to state, also, that on a suggestion being made to me by the chairman of this committee that I should call to my assistance a distinguished and most respectable legal gentleman of New York, I declined to impose upon any one any part of the duty or responsibility of the exercise of what might be termed the *judicial* functions with which I was invested, deeming that I had not the right or power to do so even had I cherished the inclination. I nevertheless expressed both a willingness and a desire to have all the aid attainable in obtaining the facts and evidence concerning the matters forming the subject of inquiry; and accordingly, not only the members of the committee, but counsel employed by them, and also the district attorney and his assistants, the United States marshal, the prize commissioners, counsel for captors, and counsel for Messrs. Ward & Gore, storekeepers, were, most of them with great regularity, present at the examinations, in which they rendered me very great assistance.

I deem it proper further to state that, having secured the services of a competent short-hand reporter, and deeming it highly inexpedient to permit distorted, partial, or fragmentary statements of the evidence or proceedings of the investigation to go before the public through the newspapers or otherwise, especially as prize proceedings had already been the subject of acrimonious comment and correspondence in the public press, and it was evident that considerable personal, if not partisan, feeling had been awakened in regard to them, I felt constrained to exclude, as I did, from the examinations, all reporters for the press, and to enjoin upon all who should be admitted to them to abstain from all communication to the public of the evidence which might be adduced; and for like reasons I declined to permit the committee to introduce a stenographer, since to have permitted that would have obliged me to permit every other party interested to have a stenographer also, the result of which, it is not difficult to perceive, would have defeated the end I had in view. I, however, gave orders that all persons participating in the investigations should at all times have free access to the evidence taken by the reporter employed by me on behalf of the government.

I addressed notes to all the persons whose names were furnished to me, either by the committee or by any other person, as being likely to possess any information touching the subject of my inquiries, asking them to appear and impart to me any facts within their knowledge; and though I was not armed with any compulsory power, I believe that all so addressed, with three exceptions, which will be hereafter specified, appeared and submitted to an examination under oath. The result of those examinations is a mass

of evidence covering more than twelve hundred pages, together with a large number of documentary exhibits; all of which is herewith transmitted. The investigation extended over a period of twenty-nine days, most of which was consumed in the actual examination of witnesses.

Having made these preliminary statements, I will now proceed to state the conclusions to which I have been led upon the various topics which have been presented to my consideration, or which have seemed to me to be embraced within the scope of the investigation which I was called upon to make.

And, first, I think I may say with entire truth that there is nothing in the evidence adduced before me that can warrant any impugnment of the honesty of purpose of any person officially connected with the reception or custody of prize property, or with the judicial proceedings for its disposition, or for the disposition of its proceeds. And I think I may with equal truth go further, and say that the evidence shows that those gentlemen (I speak, of course, of those only whose conduct has come within the province of my inquiries) have, without exception, in the main, discharged the arduous and perplexing duties which have devolved upon them with great fidelity, zeal, and ability.

But as allegations of specific irregularities and improprieties have been preferred respecting the management of this property, and as some of these are, in my judgment, well founded, I will proceed to a more particular, but at the same time general, survey of the subject, and endeavor to state, as well in what particulars there have not as in what there have, occurred, such irregularities and improprieties.

Any such mismanagement might relate to the reception of prize property; to its custody and preservation; to the judicial proceedings for its condemnation, or other disposition; to the ministerial acts for its sale, or other disposition, under the orders of the courts; to the custody and care of the proceeds; or to the fees and charges paid out of those proceeds.

As to the reception of this property, I think no ground of complaint exists. Great care appears to be taken that the property shall be, at its reception, in such condition, and that such formalities shall be observed, and that its subsequent management shall be such, that no question shall possibly arise as to *what* has been received from the captors.

In regard to the custody and preservation of the property, I am compelled to make a more guarded statement. There is nothing to indicate that the berths provided for captured vessels are not secure, and in all respects proper, and there is nothing to show that such care is not taken of them as to prevent spoliation or loss, or injury by any sudden act or accident; but there is evidence indicating that some of these vessels have been permitted to deteriorate for want of paint, cleansing, and the like attentions. The marshal in whose custody these vessels are, alleges that he cannot be held responsible for such deterioration, as no means are at his disposal with which to provide against it. This is probably true; but if so, it affords strong reason for a speedy sale or other disposition of the vessels, as well as other property, a subject upon which I shall have occasion to consider more at large hereafter.

The storehouses provided for the cargoes are convenient of access, secure, and commodious. They are probably in themselves the most eligible that could have been selected, having in view the prime considerations of security, necessary expense, and advantage of sale.

There does not seem to be any ground for questioning the care which is exercised by the warehousemen in receiving, preserving, and delivering the goods committed to their stores. It was alleged, that in one instance a considerable amount of property was unaccounted for, but it turned out

afterwards that it had been accidentally concealed by other goods being piled above it—an accident which could scarcely fail, at some time, to occur. One or two other instances of a trivial or doubtful character are alluded to in the evidence; but none of them are, in my opinion, of a character to affect the correctness of the general statement I have made. Rumors of larcenies seem to have been set afloat, but they appear to have had little, if any, foundation, and to have originated in error, if not in a worse source.

Nor does there seem to be any reason for charging any impropriety upon any person in respect to the custody of these cargoes, with one notable exception. This exception refers to a part of the cargo of the Hiawatha. It appears that when this vessel and cargo were brought into port there came as supercargo a man named Potts, and that this man, by the aid of Mr. Edwards, the counsel of the British owners, prevailed on the marshal, before the discharge of the cargo, to permit him to take charge of it, or of a portion of it, under pretence that he desired to place it in storehouses of his own selection, and upon a promise that he would deliver to the marshal the warehouse receipts therefor. Having thus obtained control of the cargo, Potts shipped a large portion of it, consisting of two hundred and fifty packages of tobacco, said to be worth $25,000, to Liverpool. On discovering the abstraction of this tobacco, the marshal asked for and obtained an order for an investigation. Potts was examined, confessed the villany, and was imprisoned, but to no purpose. Proceedings have been taken against the marshal in the district court, and an order has been made requiring him to pay the value of the missing portion of the cargo, or show cause to the contrary. Thus matters stand at this time. It is alleged (and I see no reason to doubt the truth of the allegation) that the marshal acted without corrupt inducement or improper intentions; but that he should have suffered himself to be imposed upon to such an extent, certainly seems to me very extraordinary.

That the marshal is, under the circumstances, legally responsible for the value of the missing goods, I do not entertain the slightest doubt. Indeed, his counsel who represented him in the investigation admitted his liability. But it is asserted that the embezzlement of this tobacco resulted in actual advantage to the captors, or whoever else may be finally held to be interested in the cargo, (the proceedings for its condemnation are now in the circuit court of the United States on appeal,) since there was thereby occasioned such delay in the sale thereof, and in the interval such a rise in the price of the goods composing it, that the portion left in the marshal's custody actually sold for far more than the whole of it would have done had the delay not occurred; and it is urged that this fact should prevent the prosecution of the proceedings against the marshal. What force there may be in this appeal I shall not now undertake to determine.

I next proceed to consider the manner in which the judicial proceedings for the condemnation and sale or other disposition of this prize property have been conducted. I do not conceive that it was expected of me to embark in any inquiry concerning the fidelity, zeal, or ability of any of the high functionaries upon whom devolves the most responsible duty of adjudicating the many important and often delicate questions arising in these proceedings; and what I shall say, therefore, will relate either to other persons, or to topics not involving any such inquiry as that to which I allude.

Concerning the conduct of others than judges of the courts who have participated in these proceedings, I have considered it proper that I should inquire, and I shall therefore now speak more at large. I refer now to the prize commissioners, the marshal, the district attorney, and his assistants, and the counsel for captors, and to such parts of their duties as are connected with the bringing of the judicial proceedings to a determination.

I am persuaded that no just allegation can be made against the manner in which any one of these officers has performed this portion of his duties. That they have been so far faithful in their performance as to secure a favorable result to those proceedings, is evident from the fact that very few cases which have been tried have resulted otherwise than in condemnation. I do not now recall a single case that has so resulted, unless in consequence of the voluntary abandonment of the prosecution by the government from reasons of state, or from considerations of forbearance towards innocent claimants.

I am of opinion, too, that a careful perusal of the evidence taken by me will not fail to convince any candid mind that every one of these officers has not only been faithful in the performance of these duties in the sense in which I have just spoken of it, but has performed them with great energy, ability, and despatch. I am confident that if any undue delay has occurred in the adjudication of prize cases, that delay is not attributable to any remissness in the performance of his duty by any of these officers.

And here, inasmuch as the delays in these proceedings have been the subject of complaint not only at home but abroad, I deem it proper that I should place the matter in as clear a light as practicable. There do not appear to have been any very serious delays in the district court, and those which have occurred have chiefly been the direct result of the action of counsel for British claimants, who have systematically thrown every possible impediment in the way of the proceedings, and have thus succeeded in prolonging them to some extent, despite the most strenuous efforts of those representing the government and captors.

But the chief delay has occurred in the circuit and Supreme Courts; that occurring in the Supreme Court seems to have resulted necessarily from the somewhat disorganized state into which it was thrown by the rebellion, and death among its members, and the lapse of time before new judges were appointed. The causes of that which has occurred in the circuit court are unexplained. It has doubtless been very embarrassing, and is greatly to be regretted. We are bound to presume that the distinguished judge who presides in that court has the most satisfactory reasons for delaying the decision of the cases which have been there tried, and have been for many months awaiting such decision, but it is earnestly to be hoped the obstacles which have heretofore prevented may soon be removed.

But it is evident that whatever may have been those delays, or whatever may have been the cause of them, they are not chargeable to the remissness of any of the officers respecting the performance of whose duties I have been called upon to inquire.

The following extracts from the evidence taken before me will serve to show what these delays have actually been, and also present a summary of what has been done in prize matters.

Mr. G. P. Anderson, assistant district attorney, says:

Question. Can you state about how many of the prize cases which have been commenced in this district have been finally disposed of by a decree of distribution?

Answer. There were entered last fall some fifty or sixty decrees of distribution, but owing to the reasons which I have stated, that the Navy Department could not make distribution with facility, it has been necessary to enter them over again. I think some forty or fifty of these have been entered over again, and the district attorney has been ready to enter all the others, but has been delayed in waiting for the marshal's disbursements.

Question. Then about fifty cases have been disposed of?

Answer. Yes, sir. I would not pretend to be entirely accurate as to the

number, because it has come up recently. I keep lists on my desks of de crees which have been entered, and those ready to be entered. There are quite a number which have been ready on our part for some time to have the decrees entered, but we have been waiting to have the marshal's tax on his disbursements.

Question. How many cases are there in that condition?

Answer. I couldn't state. There are quite a number—fifteen or twenty.

Question. How many cases are waiting trial in the district court?

Answer. I think four or five. Two of these are very recent cases—the Peterhoff and Springbok

Question. How many cases are pending on appeal in the circuit court, either awaiting argument or decision?

Answer. I think about forty; all of which have been tried. About twenty-seven of these have been recently heard at the present term of the circuit court; the remainder have been argued at different times during the past two years, and are still undetermined.

Question. In these cases, has the property generally remained in custody?

Answer. It would be difficult to make a statement as to that. There are a good number of prize vessels and cargoes remaining in custody, but the exact number I couldn't state without reference to the papers.

Question. What is the longest time that any case has remained undecided in the circuit court, after trial on appeal?

Answer. A number of cases have been pending since the October term of 1861—cases which were argued at that time and which have not yet been decided.

Mr. Upton, counsel for captors, uses the following language:

My attention has been called this morning to a paragraph in the papers of to-day, in which the sluggish character of the proceedings of the officials in prize cases in this district is spoken of in terms of reproach in comparison with the extraordinary celerity which has lately been manifested in the district of Massachusetts, and especially in a recent case, where it is said that within about sixty days after the filing of the libel the proceeds of the captured property would probably be ready for distribution. In this connexion it is proper for me to state a case which occurred not long since in this district, which is worthy of being recorded, I think, as the most remarkable case of celerity in judicial proceedings upon the records of any courts anywhere. A captured vessel, with her cargo, was brought into this port, and on the same day a libel was filed; the testimony was taken, a decree of condemnation rendered; the property disposed of; the money paid into the registry of the court; the testimony taken to determine what ships were entitled to share in the proceeds; the commissioners reported upon that testimony; a decree of distribution was rendered in detail, setting forth the amount to which each individual was entitled, from the flag-officer down to the smallest boy in the cabin, and the money paid over—all within forty-eight hours! And the district attorney did not conceive it either decent or proper to circulate newspaper laudations of this proceeding, and, least of all, to institute an odious comparison between the proceedings of this district and those of Massachusetts. The case to which I refer was that of the Mary Alice.

While upon this subject of delay, I desire to state that at the earliest practicable moment in the course of these prize adjudications, I contended—and for doing so brought no little odium upon myself in the eyes of the representatives of British interests and the principal representative of rebel interests in the prize court—that a distinction should be drawn between practice in prize cases and any other known to our law: that in a prize

court the ordinary courtesies of the profession, in granting delays for this, that, and the other reason, to suit the caprices or the reasonable desires of counsel, were wholly misapplied. I contended that it was the duty of the court to make the monition returnable within the shortest possible time, without regard to the precedents in admiralty, and that claimants should be notified that they must be ready for hearing on return of the monition without delay; that then they must put in their answer, and that no time should be granted. Mr. Daniel Lord, jr., representing principally the rebel claimants, and Mr. Edwards, representing the British claimants, for this cause, objected to my appearance at all, in the prize court, because of my determination rigorously to persist in what I conceived to be the duty of counsel representing the interests of the government or of the captors; and for this cause these gentlemen have seen fit since to avail themselves of every opportunity to stigmatize my action, and for aught that I know, they may be interested in this proceeding. I believe that they—and I would be glad to know that they alone—would rejoice if the result of this proceeding should throw any discredit upon my course. It was with the utmost difficulty that I prevailed, and I cannot even now say that I have fully prevailed, in inducing a judicial conformity with the practice that I insisted should be adopted. But the court, after much hesitation, did shorten the time for the return of the monition, and did notify parties that they must be ready at all times; that they must not expect to have time granted them to put in claims and answers; and that they must be ready on return day. But even now, such is the inveterate practice in our courts—and I may say a practice to which I have heretofore always cheerfully accorded, of granting time and other favors to any professional brethren—that even now the district attorney in this class of cases does not hesitate to accord to the counsel for British claimants one or two, and sometimes even three weeks, to put in an answer after the return of the monition.

Mr. Smith, United States district attorney, makes the following statement:

Question by Judge Kirkland. I have seen it stated in high quarters—no less elevated than the House of Lords—that by the great delays in the administration of these prize matters in the United States, all parties, both English and American, were deprived of their rights. I want to know for your sake, for the sake of the country, all the truth on the subject of that complaint made in the House of Lords.

Answer. This question was put to me officially by the Solicitor of the Treasury long before this investigation was instituted, or before any complaint was made in the British Parliament on the subject. My answer to it is that the complaints are entirely unfounded, except so far as they may be made against the British government itself. In other words, I mean to say that on the part of the United States government nothing has been left undone to expedite proceedings in prize cases; but that on the part of the British claimants, represented by Mr. Edwards, a litigious, technical, and, as I have often thought—though perhaps unjustly—a vexatious course has been taken and pursued, which has, in some instances, baffled all the efforts of court and counsel to make a summary disposition of prizes brought to this port. The trial and condemnation of cases in this district may be truly characterized as swift. It is very true that some delay took place in the Supreme Court of the United States after the cases had been appealed to that tribunal, but these delays lie at the door of the rebels, and those who have aided them to prolong this struggle; for, by their acts, they disorganized the Supreme Court, and rendered it necessary that the court should be reorganized and additional judges be appointed. This reorganization and these reappointments were effected with as much celerity as the magnitude

of the subject and regard for the interests of all sections of our national territory would permit. As this matter is a subject of great importance, I shall be excused for elaborating my answer.

In the first place, the district court, sitting as a prize court, thrust aside all revenue and other business—no matter of how much importance to either the government or citizens—and devoted its entire time to this prize business in preference to everything else. The government supplied the district attorney with Mr. Evarts as counsel. I devoted my time to prize business, whenever necessary, to the exclusion of other business. One of my assistants, whose services would have been of great value to the revenue and other business of the office, devoted nearly his entire time to prize business. I am at liberty to say that in the opinion of members of the bar, my assistants exhibited unusual ability and industry in this branch of business. The services of the counsel for captors were constant and valuable in expediting the litigation. The court often bore testimony to the value of his services. Every officer of the government, both here and at Washington, has been prompt and energetic in advancing these cases to a final determination. It is proper to say that the Attorney General and the Solicitor of the Treasury have added their counsel and efforts with the utmost promptness, whether specially called upon or not; and I may say the same of other members of the government at Washington.

It should be remembered that the right of maritime capture, as prize of war, as an incident of this struggle and as a consequence of this blockade, has been doubted by many respectable jurists, and has been fought with all the weapons known to judicial opposition. We were therefore very differently situated from what we would have been had our belligerent rights been admitted at the start as the basisof all our proceedings, as would have been the case had this war been with a foreign enemy. And not only this, but, as I have before testified, the cases were not only fought on the great and main questions, but case after case, to a number almost beyond estimate, was fought in detail upon every ground which the mind of a lawyer could suggest. Thus over and over again a case would be litigated by a claimant when it should have been disposed of in pursuance of precedents already established by us in these litigations. The difficulty in the Supreme Court threw the appeal cases over for nearly eighteen months. There were two leading questions involved, upon which the decision of the Supreme Court was vital. The first was, whether the right of maritime capture resulted at all, even when a vessel undertook to run the blockade; and, secondly, whether vessels owned by persons residing in the insurrectionary districts could be captured on the principle of enemy's property. Indeed, it was stoutly denied by no less a lawyer than Mr. Lord that this civil struggle was a war at all, as respects the question of maritime capture.

Then it was also maintained that for any of these purposes, no matter what might be the actual state of things as respects the marshalling and conflict of armies, no war could exist in this country except by act of Congress. I will not go through with the numberless questions which were raised, but I will content myself with saying that all the rights of belligerents, and all benefit from the settled law of nations, and the authority of precedents on this subject, were claimed not to belong and not to apply to the government of this country in the contest which we are waging. Nothing was granted, and we were regarded by the counsel of these claimants as wholly at sea, open to attack and destruction by our enemies, and at the same time deprived of any of the means of resisting those enemies which have been claimed and exercised by belligerents in all ages. The Constitution was shaken in our faces and in the face of the court, and a continual rattle of parchment was kept up, so that we had great difficulty often

in making our arguments heard, or our precedents seen, above the din of clamorous claimants. If any person will compare the amount of time occupied in the disposition of a prize case, even when it has been appealed to the court of last resort, with the time expended in the disposition of any other class of litigation in which appeals are prosecuted, he will find that prize cases have been proceeded with as rapidly as any reasonable person or as the government could expect. Indeed, considering the difficulties, most of them created by British claimants themselves, which have surrounded the cases arising during this war, I think he will be astonished that no greater delay has taken place; and I am confident that a comparison with the proceedings of prize courts in other countries would operate favorably upon the reputation of the courts and officers of this country. Ordinary cases in which appeals are taken and prosecuted to the end occupy, I believe, much more time, probably three or four times as much, as has been occupied by these cases.

Question by Mr. Upton. Did not the Attorney General exercise his right of claiming a privilege and priority for the hearing of these cases in the Supreme Court of the United States at the first term of that court after its reorganization?

Answer. He did. They were argued out of their order, and in preference to some three hundred cases which were before them.

There are two other topics connected with this subject of judicial proceedings which, in my judgment, require to be mentioned. I refer to the reluctance manifested by the courts to order sales of prize vessels and cargoes, and to the practice of the circuit court of delivering captured property to the claimants on bail.

In regard to the first point, the district attorney says:

"I desire to say another word about the aggregate amount of these expenses. Mr. Owen has already explained that a proper statement in respect to these prize proceedings in this and other districts will, when corrected, show that this district compares with other districts. I refer you to his statement. But I desire to call your attention—I do not know whether it has been adverted to—to a peculiarity which is attached to this district, and which has operated unfavorably upon the amount of expenses. We have constantly applied to the circuit court for orders of sale in cases tied up by appeal. We have placed these applications upon the ground that the law required such sales as soon as a decree of condemnation was entered, even though no appeal was made. We have also urged sales upon the ground of deterioration in value, accumulation of expenses, waste, liability to depredation and the like. The circuit court has always heretofore held that these sales could not take place. We have, therefore, for the effect that the 'Hiawatha, tied up by appeal to the Supreme Court, lies up at the dock unsold, although two years condemned! So with many other vessels, and so with many cargoes."

The counsel for the naval captors states as follows:

"Again: Very early in the adjudications in this district application was made for the sale of property as 'perishable' prior to its condemnation. The ground was taken by me that it was the duty of the court to consider the property as perishable in all cases where a protracted litigation was in prospect, and where the property in its value was disproportioned to the probable expense with which the adjudication would be attended."

Question. Do you speak of proceedings, or of the care of the property?

Answer. No, sir; I speak of the sale of the property on interlocutory order. The judge of the district court declined to take that view of his duty in making interlocutory orders for sales, and only ordered such sales to be made when it was clearly shown by the prize commissioners or by other

evidence that the property was actually perishing, or in its nature perishable; hence it is that cargoes of such a character as coffee, which is said to improve by age, when properly stored, rather than deteriorate, has been held subject to all the expenses of litigation for many months. I only state that by way of illustration. There are many cases of other merchandise, not considered in law as perishable in its nature, which have been thus held from sale.

Question by Mr. Jordan. How would a sale in such a case as that have proved beneficial?

Answer. If the property had been sold, all the expenses subsequently accruing of storage, insurance, wharfage, &c., would have been saved.

Mr. Jordan. Undoubtedly that is so. Then your proposition was, that when the expense of keeping bore an undue proportion to the value of the thing kept it ought to be sold, because those expenses would eat up the value—as they say of live stock, "they eat off their heads?"

Answer. Yes, sir. Interrogatories were directed to this point, whether the costs and expenses did not far exceed the value of the property. It is true they do, and for the very reason I have now stated. In the case of the Louisa Agnes, the cargo of which consisted of fish, that vessel had not been in this port twenty-four hours, I think, before I made a motion for an order of sale. The claimant's counsel, Mr. Edwards—and I will state here that the delays in adjudication in prize cases, which delays are a great source of expense, have been and are more attributable to the claimant's counsel than to all other causes combined—in this case of the Agnes Mr. Edwards appeared with an array of affidavits from parties who swore that the fish was not perishing, and that it would keep as long as we might ask. The motion for a sale was denied, and it was not renewed till the board of health of Brooklyn notified the prize commissioners that if that fish was not removed they would have it removed as a nuisance. Then Mr. Edwards didn't dare to oppose a motion for the sale. It was sold, and, I think, it did not realize the expenses of the sale. I think Mr. Owen is out of pocket. He paid more than he received. The cargo sold for $105, although it was invoiced at $5,000.

Judge Kirkland. What benefit can it be to the claimants to oppose a sale of the property in cases like this?

Mr. Upton. It has often been stated to me by captains of captured vessels, and I have no doubt it is the general, if not the universal, feeling among them, that they have instructed their counsel to interpose opposition to condemnation of the property for the sole purpose of delay, in order that the expenses might come to be so large that neither the government nor the captors would ever get anything out of it. In the event of restitution, also, it is of no consequence whatever to them what becomes of the property. Even Edwards himself has stated that, and for that reason they oppose every motion for sale. It is simply to injure the captors and the government; that is the feeling of these English claimants. They do it with perfect safety. They say, "You take the property away from us, and you must restore it to us some time; we do not care what becomes of it." Now, this is, undoubtedly, a very great cause of the enhanced expense attending these proceedings in this district, because in no other district—certainly not in Boston—does such a practice prevail. In Boston, sales have been made, in all cases where they have been applied for, prior to condemnation, upon the ground of the disproportion of the value of property to the expenses of its custody. In Boston the district attorney informed me last winter that he recollected no case where the property had remained in custody of the marshal more than thirty days under any circumstances. On the contrary, we know what has taken place here, and why it has taken place.

Now I come to another, and, as it seems to me, much more important reason for the increased expenses here over those of the other districts. By the decisions of all prize courts with which I have been acquainted prior to this war, after a condemnation of the captured property, the captors have a right to its sale, whether there is an appeal or not an appeal. If there be an appeal, it simply stops the distribution of the proceeds. It suspends that until the appeal shall be determined. But in spite of everything I have been able to do, the judge of the circuit court in this circuit has denied that power to the captors and the government, and has invariably decided that, notwithstanding the decree of condemnation, the appeal suspended its execution absolutely. This has been the case in no other circuit. It has been decided in Massachusetts, in the first circuit, in accordance with the law of England, that prize property should be sold in all cases under the circumstances I have mentioned. Now, there is property here which has remained in the custody of the marshal since May, 1861, subject to all the expenses of its custody, which expenses, I have no doubt, in many cases, must exceed the present value of the property.

Whether the rules thus adhered to by this court are founded in correct principles of law I will not now stop to inquire; but it seems evident that their application has resulted in delay and great expense, and it appears difficult to perceive in what manner any one has derived advantage from them.

As to the other point, the delivery of captured property to claimants, it is thus stated by counsel for captors :

Upon another subject, the delivery of the captured property to claimants on bail, upon that subject I was met at the outset with the fiercest hostility by Mr. Lord and Mr. Edwards; and here, in parenthesis, I desire to say that, so far as the counsel for claimants, who are known to be loyal in sentiment, are concerned—and I may be pardoned for instancing my friend Mr. Benedict, who has represented more of the persons than, perhaps, any other gentleman except Mr. Edwards—I have been met by no such opposition. They have invariably appreciated the necessities under which the counsel in prize cases acted ; have never opposed the sale of prize property ; have never insisted that it should be delivered to claimants on bail ; have never, for delay simply, asked for time. So, for so many years it had been the practice in admiralty, upon the attachment of a vessel for any cause, to obtain an order, as a matter of course, for the delivery of the attached property to the claimants on executing a bail bond in court for the amount of the appraised value, that it seemed to be absolutely impossible either for counsel or court to escape from what they deemed to be a necessity for pursuing this same practice in prize. But it seems to me to be quite obvious to any one who will for a moment consider the purpose and the policy of maritime capture, that such a practice must operate to its utter defeat, because it amounts to this: The object of a maritime capture is to weaken the enemy, so as to compel him to submit to terms of pacification. You take his vessel or any other property which is used in his aid ; you employ the naval power of the government, at great expense and at great hazard, to capture this property, and bring it into your ports for adjudication; and then the owner comes and says, "Surrender this property to me on credit." If that is done, of course the entire purpose of the capture is defeated. I urged this as persistently as I could, and at length, after several cases in which an order for delivery to claimants was made in spite of my opposition, I at length succeeded in establishing the principle in the district court. Before that, however, the cargo of the Sallie Magee, of the Cranshaw, of the Lynchburg, of the Mary Clinton, and, I think, one or two others, were all delivered to the claimants on bail; and I very greatly fear that the result of that will be,

that neither the captors nor the government will ever realize one dollar of the amount represented by these stipulations given for the delivery of that property.

Mr. Smith. Was the bail you speak of on the bond fixed by the appraiser of the property?

Answer. Invariably. But admitting that there is nothing radically wrong in the principle of delivering captured property to claimants on bail, it is nevertheless surrounded with insuperable difficulties in practice; because, in the first place, it is next to impossible to obtain a fair appraisal for the purpose of determining its value, to fix the amount of the stipulation; and, in the second place, such bonds are never given with any expectation that they will ever be paid. It is impossible to determine, first, that the stipulators are sufficient at the time they give the bond, and, of course, if they are sufficient for one, two, or three months, it is still more impossible that they will be sufficient months or years hence.

Mr. Glassey. That practice is broken up, I understand?

Answer. In the district court it is, but not in the circuit court.

Now the only question that was or ever could be made, was as to the possible right of the claimants to a delivery of the property on bail, as before mentioned. In Judge Story's notes in the third volume of Wheaton, he declares that such a practice is a great irregularity, and a manifest impolicy in the law of capture, but after condemnation such a thing never has been heard of in any but the circuit court of this district.

I do not feel called upon to discuss the subject thus presented, but mention it as necessary to a complete view of the proceedings in question.

As to the ministerial acts for the sale or other disposition of prize-property, various allegations of remissness and irregularities were made in the statement submitted to me by the committee and by witnesses who appeared before me. It was alleged that vessels and property had been sold at places different from those advertised, but this was ascertained not to be true as to prize-sales. It was stated that a number of suits had been brought where one would have been sufficient. I think this allegation is true, but it was found to relate to certain seizures of rosin at Newbern, which arrived at New York in transports, each lot being libelled as it arrived. The circumstances would seem to excuse, if not to justify, the course adopted. The opinion was expressed by some witnesses that the cargoes of vessels were not stored in localities eligible for effecting sales; that sufficient notice of the sales was not given; that purchasers had not proper facilities for examining the goods; and that the goods were not properly displayed at the time of sale.

I am of opinion that the first of these complaints is entirely without foundation.

The notice of all important sales was shown to have produced the result sought, that of securing a full attendance of bidders. There is one case, that of a steam saw-mill, where it certainly seems that it would have been desirable that more extended notice should have been given. It appears that the notice was sufficient so far as related to the city; but the article was one not suited to the city market The mill is represented to have been worth something like $16,000 and it was sold for $2,105. I think it very probable that more extended notice in regions where such property was in demand, and other efforts, might have resulted in procuring a better price; but it is to be remembered that the marshal was not furnished with funds to defray the expense of such advertisement; that a multitude of duties constantly pressed upon his time and attention; and that he took, in respect to this property, the measures usual in regard to other property under his care. I do not consider the circumstances of this case as war-

ranting any severe censure, if, indeed, any is needed, upon the marshal.

I am of opinion that it would, perhaps, have been better had there been a fuller display of the goods exposed for sale, and had greater facilities been afforded to purchasers for examining them. It appears quite clear, indeed, that any deficiency in these particulars has not operated to prevent the goods sold from bringing full prices, it being fully established that, as a whole, they brought not only full, but even high, prices. But the purchasers had rights as well as the government and captors, and had a right to demand a fair opportunity of examining what they were expected to buy, if the same could be given. They often did purchase what they had not adequately examined, and the result was, not unfrequent application by them for a reduction of the price bid—a circumstance which gave rise to considerable annoyance, and has probably had more to do with discrediting prize proceedings and sales than all other circumstances actually attending them. Very high prices were paid for storage and labor bestowed upon these goods, and I must say that I am not satisfied that it would have been impracticable, or at all unreasonable, to have afforded greater facilities in the particulars mentioned. Though it is perhaps true that no more money would have been realized from the sales than has actually been done, I think they would have been more fair and more satisfactory. I understand, however, that in recent sales these objections have been in a great measure if not altogether removed.

Another subject of complaint in regard to the conduct of these sales is, that goods have been struck off to bidders who have neglected to take and pay for them, and that they have afterwards been resold without effort to enforce the first contract of sale, or delivered to the same or other purchasers at a less price than that first bid. I am of opinion that there is some justice in the complaint thus made, and that it should have been avoided by the marshal requiring a sufficient deposit in all cases of sale. It appears that this course is now pursued, with satisfactory results.

The most notable case of the kind now under consideration was that of purchases made at the sale of the cargo of the steamer Stettin, by persons calling themselves Smith and Holmes. These parties purchased goods to the amount of some $70,000 or $80,000, but took no part of them. It appears that Smith was an assumed name, and that the real name of the person purchasing under it was Coles. On being accidentally encountered by the auctioneer after the sale, he asserted that he made the purchase on behalf of Ward & Gore, the storekeepers, in charge of the goods. The goods were resold at a loss, I believe, of about $2,000, part of them amounting in value to about $5,000, being purchased by Ward & Gore, all of which were afterwards again resold at a loss of about thirteen hundred dollars. Holmes is reported to be a relation of Mr. Ward; but it is proper to say that Ward & Gore denied having authorized the first purchases, and it appears that they were, at the time of the third sale spoken of, not only willing but anxious to take the goods purchased by them at the second; that they had made a deposit of two thousand dollars on account of the purchases made by them at that sale, and at another occurring the same day, and that there was at that time due to them for storage of prize-goods an amount much greater than the value of these goods. I do not think the evidence casts the entire responsibility of the loss between the second and third sales upon them. But it does not appear that any effort was made by the marshal to enforce the first sale. I think such an effort should have been made. The circumstances certainly seem to warrant suspicion that the purchases were made on behalf of Ward & Gore. Coles, Ward, and Gore, all declined to appear and testify before me, and I therefore had no means of satisfying myself upon this point; but I think it should have been

inquired into by the marshal, and the sale enforced if practicable. Besides, if Ward & Gore were not responsible for the third sale, the marshal must have been so. My impression is that that sale was the result of some unexplained difficulty between the marshal and Ward & Gore.

Another case of this kind was a purchase of 905 bags of coffee, part of this same cargo of the Stettin, by a man named Newell. The sale took place on the 7th of November, and this coffee was struck off at 27½ cents per pound. The purchaser did not appear until the 25th of the same month, when he presented to the auctioneer an order from the marshal, by J. Thompson, his deputy, saying that the district attorney, prize commissioners, and counsel for captors, having assented to the coffee being delivered to the purchaser at the appraised value, he (the auctioneer) would deliver it at that price (20½ cents) and deduct 2 per cent. tare, as stated in terms of sale. A weigh-master's certificate accompanied the order, showing the total weight to be 130,260 pounds. The order was dated November 25.

Now it appears that on the 20th of November, five days before this order was presented, Ward & Gore sold this same coffee to Messrs. Sturges, Bennett & Co., at 29 cents per pound, less 3 per cent. The coffee was reweighed on this sale, and a certificate of the weight furnished, and, what is remarkable, signed by the same weigher who signed the former one, representing it to be 139,036 pounds. At that weight, less 1,489 pounds tare, being 2 per cent. on the whole, and 2 per cent. additional on 4,960 pounds for extra covers, and at the price stated, it was taken and paid for by Messrs. Sturges, Bennett & Co.; the bill, however, being made out in the name of Newell.

Mr. Owen, one of the prize commissioners, and, I think, the district attorney, deny having assented to the delivery at 20½ cents, and the counsel for captor says he does not recollect having done so. Mr. Elliot, the other prize commissioner, makes, in regard to it, the following statement:

Question. Do you know George Newell?

Answer. I have seen him, sir.

Question. Do you know how he is related to Ward & Gore?

Answer. I have been told that he is the father-in-law of Mr. Gore.

Question. Do you know his business?

Answer. I do not.

Question. Was he not a purchaser at these sales?

Answer. I think he was, sir.

Question. Do you remember his purchase of some 900 bags of coffee from the cargo of the Stettin?

Answer. I do, sir.

Question. Do you know the price he bid?

Answer. I do not.

Question. Do you know whether the goods were delivered subsequently at a less price than he bid for them?

Answer. I cannot say that I knew they were delivered to him at a less price, but I have reason to believe they were so delivered.

Question. Do you know the auctioneer—whether it was John or Simeon Draper?

Answer I do not remember. They were both at the sale, and each sold a lot. I do not remember who sold this coffee.

Question. Have you seen the order sent to Mr. Draper directing the delivery of that coffee at a less price than it sold for?

Answer. I think I have seen it in that book.

Question. Were you consulted with regard to that order?

Answer. I was consulted with regard to the delivery of the goods at a reduced price.

Question. What was the reason assigned for making that deduction?

Answer. If I remember aright the case was presented to me by the marshal at several different interviews. It ran through more than a fortnight. The subject was discussed in various ways. I think, finally, after the various discussions, that the marshal's view of the case was presented to me in writing, and that after hearing his view of the case, I advised, as a matter of advice, that it had better be delivered to him at the appraisal. This was part of the cargo of the Stettin. I had a very full knowledge of the condition of that cargo. In the first place my attention was called to its condition by the prize-master when the vessel arrived here. He stated that water had been turned in upon this cargo by the crew for the purpose of doing what they could to destroy the cargo before it fell into the hands of the captors. The cargo came here very badly damaged. When it was discharged by an order of the court, the prize commissioners superintended the discharge. They took an inventory of the cargo, which inventory I hold in my hand. This is a copy of the original document taken from the files of the court, and as the coffee was the main thing in the case, I will confine myself simply to the coffee. The report which we made to the court at that time, when the cargo came out of the vessel, is this: One lot of coffee, marked 16 bags, damaged; another, 239 bags, damaged; next, 37 bags, damaged; next, the marks were defaced, 39 bags damaged.

Consequently, when the case came before me, brought before me by the marshal—for I had no negotiation with Mr. Newell—I was prepared, by the perfect knowledge I had of the condition of that coffee, to acquiesce in any just and proper arrangement for its delivery at a reduction I was called subsequently to examine a portion of that cargo still lying in the ship, and it was so badly damaged that I did not know whether it would pay to take it out of the ship at all. I have a report of that examination made to the court before the sales, in which this passage occurs: "That on account of the affidavits hereto annexed, that a considerable portion of the cargo was found wet and badly damaged by salt-water, and the contents of about 500 bags (the bags having been broken open) were found wet and badly heated." When the marshal presented an application for a reduction at the appraised value, I considered it a just and proper thing towards the buyer, and full justice to the government. It was made by an order from court; and my official responsibility in all cases is fully satisfied, when I can sell property at the appraised value under the sanction of the court. This report was made prior to the sale. One of the statements of this paper, signed by Mr. Grinnell, is that this cargo was delivered to the purchaser at 20½ cents per pound, appraised value at the time of the capture. Now the time of the capture was the 24th day of May, 1862, and there is the appraisal of the cargo made by the prize commissioners, indorsed by the clerk of the court, and filed October 20, 1862; and it was upon that appraisal that my judgment was based on the final disposition of that cargo. Mr. Cummeyer, a remarkably safe, honorable, and upright merchant, bred to the business, and selected by the prize commissioners for his special qualifications, made the appraisal, and I will now read his statement.

(The witness here read statement of appraiser.)

Question. How many bags would that foot up altogether?

Answer. About a thousand and twenty, I think.

Mr. Jordan. Let abstracts of these papers, as you read them, be made, if you please.

Answer. I will.

Mr. Glassey. Do you know on how many days this order was based?

Answer. I do not.

Question. Do you know that Mr. Newell bought 180 bags?

Answer. I do not.
Question. Do you know whether he got the best or the worst lot?
Answer. I do not think that he got the worst, for there was one lot sold which was almost dirt.
Question. Was not this lot described on the catalogue as damaged?
Answer. I think it was—slightly damaged.
Question. Do you remember how it was exposed at the time of sale?
Answer. I do not.
Question. It sold at 27½ cents, did it not?
Answer. I cannot say that; I do not know what it sold at.
Question. Did you communicate with any one but the marshal on this subject?
Answer. I do not remember any special communication with any one.
Question. Did you not communicate with Mr. Owen?
Answer. I did not.
Question. Was the district attorney consulted?
Answer. As near as I can remember, I stated that I would unite with the other officers of the court—if they would approve, I would.
Question. Do you remember any personal communication you had with the district attorney, or with Mr. Upton, on this subject?
Answer. I do not.
Question. Was that damage the sole reason assigned for the reduction?
Answer. I cannot tell.
Question. Was any other reason assigned to you?
Answer. I never remember any man's conversations; I long ago found it unsafe to repeat such conversations. I think very likely Mr. Murray and myself had some conversation on the subject, but I cannot remember any special reason given by the marshal for the release of this prize.
Question. Who gave the order for weighing that coffee?
Answer. I do not know. The weighing after the sale did not devolve upon the prize commissioners.
Question. Do you know anything about the subsequent sale of it?
Answer. I do not.
Mr. Glassey. I have a memorandum of its sale the next day at 29 cents.
Mr. Draper, (John H.) Do you know that it was 880 bags that Mr. Newell bought?
Answer. I do not know anything about it.

Taking all the circumstances together, I must say that I think the case has a bad appearance. The disparity in the returns of weight is large and suspicious. The conduct of Newell is unjustifiable. There is strong ground for suspicion that Ward & Gore were the real parties interested in the purchase and sale. Of the officials, the marshal seems to be the person chiefly responsible; and although the circumstances do not, as I conceive, warrant any charge of corruption or wilful misconduct against him, I do think they show a want of proper care and vigilance on his part. And further, I think they show, in a clear light, the great impropriety of making any such reductions in price as were made in this and other cases, otherwise than through the intervention of the court, and proper proceedings therefor.

Another case was of a sale of 1,250 bushels of rice to Messrs. Ward & Gore. The statement to me was, that the rice was sold at $2 25 per bag, and that it was delivered at $1 67 per bag. The facts appear to be that the rice was nominally sold at the price stated per bushel, but the purchasers insisted that they supposed they were purchasing by the bag, and therefore

refused to complete the purchases; whereupon it was concluded to permit them to take it at $1 67 per bushel, which was above the appraised value.

Another case was that of 613 bags of coffee sold to one Harris at 21½ cents, which was, on Harris not taking it, delivered to C. Noyes at 19 cents. There does not appear to be any very clear explanation of this transaction. It is stated, however, that the first purchaser declined to take the coffee on the ground that it was "too badly damaged."

Other cases of this character were brought to my attention, but I believe that none of them were of a character to require particular statement or comment.

But a case of a somewhat kindred character was brought to my notice, in which it was alleged that a gross mistake or fraud had been committed in weighing a lot of coffee. I refer to a sale, from the cargo of the Soledad Cos, of 189 bags of coffee to S. Underhill. The returns of the weighers showed an average weight of about 110 pounds per bag, whereas a single bag of the same coffee which had been purchased by another party was found o weigh 225 pounds. A good deal of testimony was taken in regard to the transaction, but I think that the discrepancy must be considered as having been accounted for, by showing that the bags were of very various weights; some weighing not more than thirty or forty pounds, while others were very heavy. It does not appear that the weigher, or any other person than the purchaser, had the slightest interest in falsifying the weight.

I now come to the subject of reclamations or claims by purchasers to a deduction from the price of goods purchased, on the ground that they differed in some particular, or were in a different condition from what the purchasers supposed them to be at the time of purchase.

Of these there were several. In a few unimportant cases, they were disposed of by the officers without application to the court for its sanction, but in most of them, and in all important ones, such application was made. I have already expressed the opinion that it should have been made in all. I may say, however, that, in my opinion, it has not been made to appear that in any of them, whether through the instrumentality of the court or otherwise, has any unjust allowance been made, unless in one case, which I will proceed immediately to state, or unless they be found among the class which I have just considered.

The case to which I refer is that of a sale of tea and coffee, part of the cargo of the steamer Ann, to Ward & Gove. This sale took place on the 29th November, 1862, and consisted of 293 chests of tea, sold at 44½ cents per pound, and 310 bags of coffee, at 30 cents. The purchasers complaining that the goods were damaged, one of the prize commissioners, Mr. Elliot, directed the weighers, Messrs. Root & Connell, to "weigh liberally," which direction they executed by allowing 3 pounds per chest on the tea, and 10 pounds per bag on the coffee. After this, on the 16th December, the purchasers made application to the court for a reduction of the price of both the tea and the coffee, and supported their application by affidavits of themselves and others; that of Ward, stating, among other things, that twenty cents a pound for the coffee, and thirty-five cents a pound for the tea, was more, as he believed, than they would bring if then offered for sale. It appears, however, that before that time, viz: on the 12th December, the tea had been actually sold to Mr. T. T. Sheffield, at 45 cents per pound, less 2½ per cent., and 7 cents per chest lighterage, for all except 12 chests, on which an allowance was made for damage of 7 cents per pound. The sale was effected through a broker, whose commission, as well as the weighers' charge, was paid by the sellers, Ward & Gore. The net weight of the tea was 25,692 pounds, and the weight of the 12 chests 1,013 pounds. The tea was not delivered until the 22d December.

It further appears that on the 6th of January, 1863, the coffee so pur-

chased was sold by Ward & Gore to Sturgess, Bennett & Co., at 26 cents per pound, less 3 per cent., and 5 cents a bag lighterage, the sellers paying the broker's commission of ¼ of one per cent. The market had not risen in the interval between the purchase by Ward & Gore and the sales. The net weight of the coffee was 47,396 pounds.

The application of Ward & Gore was referred to Mr. Owen, who, without giving notice to the district attorney or counsel for captors, who seem, indeed, never to have had any notice of the pendency of the application until it had been determined, proceeded to take the deposition to which I have already referred, on which he made a report recommending a reduction of ten cents a pound on the price of the coffee, and ten and a half cents a pound on that of the tea, which was accordingly done. Not long after the making of this order its propriety began to be questioned, and, on the application of the district attorney, Messrs. Ward & Gore voluntarily assented to its revocation. In this condition the case now stands.

There was much evidence given tending to show that the tea and coffee were not worth the price bid by Ward & Gore, but, upon a view of the whole case, I am not satisfied with their conduct. I do not perceive how the affidavit of Ward can be justified. They do not appear to have disclosed to Mr. Owen, or the court, the allowance which had been made in the weight. I think they obtained the allowance by unjustifiable means. It appears to me also that Mr. Owen should have given notice, before making his report, to some one whose duty it would have been to procure evidence of the actual value of the goods, or himself to have gone somewhat further than he appears to have done in searching for such evidence. The witnesses examined seem to have been only the parties interested in procuring the reduction and persons presented by them. The evidence taken, however, if uncontradicted, would seem to justify Mr. Owen's report. But if any error was committed by Mr. Owen, it cannot be regarded as a very grave one, and was unquestionably one of judgment merely; for if there is any one point upon which all parties to the investigation seem agreed, it is to the unimpeachable integrity of this gentleman.

I think it would have been better, too, if Mr. Elliot had not given the directions he did to the weighers. If Ward & Gore had sustained damage they should have been left to obtain redress by application to the court. It is not probable, however, that he supposed the weighers would, in consequence of what he said to them, consider themselves authorized to assume the functions of a court of equity in the premises. In doing this I think they acted without warrant. That they did this, may, perhaps, throw some light upon the discrepancy in the weight of the coffee sold to Newell from the Stettin. It may be that the weighers who weighed that coffee for the government attempted some such adjustment of equities as was attempted here.

I do not perceive that any others than those I have named can be held responsible for this transaction. The proceedings now pending in court should, however, be, as I have no doubt they will be, so conducted as that the whole matter shall be properly settled and determined.

In closing my survey of this branch of the subject of my investigations, I should ill perform my duty if I neglected to say, that whoever shall endeavor to satisfy himself as to the proper inference to be drawn from the existence of such irregularities as those which have just been stated and discussed, must always bear in mind that they have occurred in the course of proceedings of great magnitude, of a character wholly novel to the actors in them, of a most perplexing description, involving the disposition of property of immense value, and presenting the strongest temptation to peculation. I do not think that, with the exception of the withdrawal of so large a portion of the cargo of the Hiawatha, these irregularities have been anything

more than might reasonably have been expected to attend the disposition of so large an amount of property under any ordinary circumstances.

As to the custody of the proceeds of sales, it appears that such proceeds were paid, not to the marshal, but to the auctioneers; that the latter retained them, except in a few instances where they were called upon to make payment on account, until the bills in the several cases had all been adjusted, which was after a considerable time, and paid, keeping them in the mean time in deposit with their own funds, and subject to their own check; and that on paying them over they first deducted their own commissions and the charges of the marshal's weigher.

I do not think this was right. The funds should have been paid to the marshal who gives security for the safe-keeping, and not the auctioneers who do not. They afterwards amounted to hundreds of thousands of dollars. It was not only improper, but since July, 1862, it was legal for the auctioneers to deduct their own commissions and the weigher's charges. The act of July required the marshal to pay the gross proceeds of the sales into the treasury, and to permit the auctioneers to make these deductions was giving them and the weighers undue advantage over others who had rendered service in prize cases.

There is, however, no ground for supposing that the auctioneers have made the slightest misuse of these funds, or that they have derived any advantage from the custody of them. And it is shown that they have fully accounted for and paid over all that has come to their hands, except the sum of three thousand five hundred dollars, which they claim as commissions, and of which I shall speak more at large hereafter. This three thousand five hundred dollars ought, however, in my judgment, to be in the hands of the government, and not in theirs, pending any controversy respecting their right thereto. This would seem, however, to be a matter of no great consequence to the government or captors, since the marshal must, doubtless, be held responsible for whatever may be in the hands of the auctioneers which they ought to have paid over

I come now to a consideration of the fees, commissions, and other charges which are paid out of the proceeds of these sales.

The fees of the marshal and of the clerk of the court are fixed by law, and, therefore, require no comment as far as their amount is concerned.

The compensation of the district attorney, prize commissioners, and counsel for captors has, in all cases, been taxed and allowed by the court in pursuance of law. Whether that allowance has been, in all instances, entirely proper, I am not prepared to say. It would evidently be an almost endless undertaking to attempt to determine this point, since, from the nature of the case, there can be no fixed rule by which the compensation can be measured. As to the counsel for the captors, it appears that what has been allowed to him has not been by the exercise of the power given to the Secretary of the Navy to fix the consideration of the retainer by him, but has been allowed by the court, under the 3d section, act of March 3, 1862. It is to be presumed that the court has, in reference to all these allowances, fairly and properly discharged the duty devolving upon it. I can only say, that, so far as I have been able to learn the character of the services rendered, the compensation allowed to these several officers do not appear to me, in the main, unreasonable.

Whether the appointment of a counsel for the captors was required is a point which it does not appear to me necessary to consider, since, so far as the past is concerned, such appointment was authorized by law; and as to the future, the power of appointment has been taken away, except in cases where all will admit its propriety. There seems to be a general concurrence, however, in the opinion that the gentleman who acted in that capacity did

so with great ability and assiduity, and that the services rendered by him were very valuable. The charge that he had received a sum of money in consideration of not opposing a certain reclamation was shown to be founded in misapprehension.

Concerning the compensation nominally allowed to the clerk, district attorney, prize commissioners, and marshal, however, there is a question which seems to merit some consideration. The law having fixed a maximum of the compensation to be allowed these officers, it is evident that beyond that maximum they have no interest in these allowances, any excess beyond such maximum going into the treasury of the United States. To the extent, then, of one-half of that excess, these allowances operate as a tax upon prize captors. If, then, the policy of limiting the compensation of these officers is to continue, ought not the allowance to be abolished, or so modified as to produce no excess beyond the maximum compensation allowed?

There still remain to be considered, among these charges, the marshal's disbursements. Prominent among these are the commissions paid to the auctioneers. Those commissions appear to have been fixed by agreement with the marshal. There can, therefore, be no ground for alleging any unfairness in their exaction. It was not a matter about which there could be any deception. Besides, the per-centage allowed ($2\frac{1}{2}$ per cent.) had been that usually allowed in the city of New York upon auction sales for many years, and there were persons who, under oath upon the investigation, expressed the opinion that the allowance was fair and reasonable. Nevertheless, considering the services actually performed, which were simply to cry the sale, make out the bills, and receive and pay over the money, and also the usually large amounts of the individual sales and the immense aggregate of them, I cannot entertain a doubt that the compensation was very much too high; and of this opinion were most of those who were called upon to express an opinion during the investigation. Some of the witnesses express the opinion that one-half or three-fourths of one per cent. would have been ample. I think, at all events, that the maximum now allowed by law ($1\frac{1}{4}$ per cent.) is a very liberal allowance. I have already expressed the opinion that the auctioneers should not have been permitted to receive the funds, and especially that they should not have been allowed to deduct from these their commissions before paying them over to the marshal; and I have alluded to the sum of $3,500 not yet accounted for by the auctioneers. It appears that, in view of the agreement between the marshal and the auctioneers, the officers representing the government and the captors prepared and placed on file a written consent that for all services rendered prior to the date of that instrument the auctioneers might receive the commissions agreed upon, but at the same time protesting against such allowance for any subsequent services. The $3,500 in question is for services rendered subsequent to the filing of that paper, it being $2\frac{1}{2}$ per cent. on the amount of sales. My attention having been called to the subject, I instructed the district attorney to oppose the allowance of any compensation other than what might be deemed a reasonable one, according to the circumstances of each particular case. The auctioneers insist on their right to retain this sum. I am of opinion that they are in error, but I have already intimated that I consider this rather a question between the government and the marshal than between the former and the auctioneers. I think the marshal should be required to account for so much of the sum in question as exceeds a just and fair compensation to the auctioneers, estimated in the manner I have pointed out.

I cannot descend into particulars concerning the charges for storage, labor, &c., in the keeping and handling of prize property. The marshal testifies that they are about double the usual rates, but he says they are never-

theless, in his judgment, reasonable under the circumstances. It is true that it appears that more space and labor appear to be required for these goods than for goods stored under ordinary circumstances, and it is also true that much delay often attends the payment of the warehouseman's bills. It could not be expected that these goods should be stored at ordinary rates. But the charges have not in all cases been limited to double those ordinarily allowed. In some cases they have very greatly exceeded this I herewith transmit (marked A) an abstract from the papers on file in the clerk's office, showing the amount of these charges in several cases. Some of these seem to me unjustified by any evidence which was adduced before me. The refusal of Messrs. Ward & Gore to appear and give their testimony on the examination placed it beyond my power to satisfy myself in reference to these charges, as I would have been glad to do. I think the bills of this character should hereafter undergo a more careful scrutiny, and directions will be given to the proper officers to that effect.

One item of disbursement only remains to be considered. I refer to insurance. The rates paid were very high. It was testified that the usual rates were on each $100, for one month, 10 cents ; for two months, 15 cents ; for three months, 20 cents ; for four months, 25 cents ; and for five months, 30 cents. The insurance effected was up to about the last of April, 1863, by way of "open policy," at the rate of one per cent. for three months, or any shorter period. For a statement of the sums paid under this arrangement, and for the marshal's explanations of his reasons for making and adhering to it, I beg to refer to the statements and affidavits herewith transmitted, (marked B.) I am not satisfied that the payment of so high rates was necessary. By the present arrangement insurance is effected at 60 cents per $100 per annum. I am not satisfied that this or a similar arrangement might not have been effected at an earlier period. If so, a considerable sum might and ought to have been saved.

I have thus completed the consideration, in detail, of the various particular topics embraced in this inquiry. With a few general remarks I shall close this report.

It will be perceived that I have not specially mentioned *all* of the matters brought to my notice in the written papers submitted to me, or by the evidence. When I have omitted to do so, it has been because, upon the whole evidence, I was satisfied that no ground of complaint existed in respect to such matters.

It will also be perceived that I have refrained from passing any judgment upon the acts of two gentlemen, one in a judicial and the other in a legislative position, whose conduct has been the subject of some animadversion on the part of witnesses, and also by counsel, in the briefs which they presented to me after the close of the examination. I have pursued this course because I did not consider the position of those gentlemen or the circumstances of the case as warranting me in such an expression.

With regard to the general results of the investigation the Navy Department and the country will form their own judgment ; but for my own part I think it would have been unreasonable to expect of public officers a display of more ability, zeal, or capacity than have been exhibited by those connected with these prize proceedings ; and that although there have been delays and irregularities, yet, on the whole, those proceedings will compare favorably, in point of integrity, economy, and despatch, with like proceedings in any country, at any time.

I have the honor to be, with high respect,

EDWARD JORDAN,
Solicitor of Treasury and Special Commissioner.

Hon. GIDEON WELLES,
Secretary of the Navy.

APRIL 24, 1863.

SIR: The undersigned, a committee of merchants of the city of New York, respectfully submit to you a statement of some facts relating to the "prize sales" in the city of New York which have come to their knowledge, and which are of interest to the government and to the public. They lay the statement before you in compliance with your request, made to them at the interview which they had with you on the morning of the 22d instant.

The committee have reason to believe that, in the sales of prize property at this port, justice has not in all cases been done to the government, the captors, or the merchants who have attended the sales; that gross wrongs have been committed or connived at by some of the officers of the government, and they know that the belief generally existing among merchants in this city that such is the case has deprived the sales of all credit.

The facts in a few cases which have been investigated partially will be stated to you, and it is hoped that, upon the basis thus furnished, you will be enabled to ascertain whether the general impression with regard to these sales is well founded, and, if it is, to discover and point out the wrong-doers.

As you have asked us to name the individuals whom we believe to be implicated, we will not hesitate to do so, but desire it to be distinctly understood that we do so only for the purpose of indicating to you the particular subjects to be investigated, leaving all imputations of criminality to attach themselves after the facts are fully developed.

The case of reductions made in favor of purchasers of tea and coffee at the sale of cargo of the prize steamer Ann, in November last, has already been laid before you. It will hardly be claimed by any one that the reductions made in favor of Ward & Gore were not fraudulent; it remains only to ascertain who were the guilty parties. By the record it appears that neither the district attorney nor counsel for captors had any notice of the application; it remains to be learned whether they were afterwards informed of it, whether they examined the papers or took any measures to recover back the amount dishonestly obtained.

Before the reduction of price was applied for, the weighers had, upon received direction of Mr. Elliott, one of the prize commissioners, to weigh liberally, made a false return of weights in favor of the purchasers. Witnesses to this fact, Root & Cornell, weighers. The true and false returns can be produced.

Mr. Elliott censured one of the auctioneers for speaking of this reduction. Witnesses, John H. Draper, Geo. T. Kellock, and Philip B. Marsh.

On the 28th July, 1862, at sale of cargo of schooner J. W. Wilder, 613 bags of coffee were sold to A. Harris at 21½ cents per pound; he did not take it. The marshal ordered its delivery to one C. Noyes at 19 cents per pound. No re-sale ordered. A loss to the government and captors of $2,500. Witnesses, A. Harris, S. Draper, J. H. Draper, and C. Noyes.

October 2, 1862, 1,254 bushels rice were sold to Ward & Gore, proprietors of Union stores, in which the goods were stored, at $2 25 per bag. They were allowed to take it at $1 67 per bag—a loss of $727 32. Witnesses, Ward & Gore, J. H. Draper, and Marshal Murray.

On the 7th of November, 1862, at sale of cargo of steamer Stettin, Mr. Newell (father-in-law of Mr. Gore) bought 905 bags coffee at 27½ cents per pound. He never came for it until 25th November, when he produced an order, signed by the marshal, directing its delivery to the purchaser at 20½ cents per pound, (appraised value at the time of capture.) This was done without any motion being made by the district attorney; prize commissioners and

counsel for captors assenting.—(See letter of the marshal.) Witnesses, Mr. Newell and Marshal Murray.

Nevins & Co., of Boston, having bought 275 bales of cotton, July 18, 1862, applied for a return of part of the purchase-money because the cotton was deficient in weight; they had paid for the quantity returned by the weighers immediately after the capture. It was alleged that the cotton was wet at that time, and actual weight at time of sale was much less than advertised.

Martin & Smith, attorneys, &c., were retained to apply for this return; they obtained it, and, on settlement with their clients, demanded $1,000, saying that $500 was for their own services, and no inquiry must be made as to what the other $500 was for. Witnesses, Martin & Smith, William Heath, and S. Draper.

On the 7th of March, 1862, at sale of cargo of schooner Soledad Cos, 189 bags coffee were sold to S. Underhill at 21¾ cents per pound. A deposit was demanded by the auctioneer. The deputy United States marshal said it was all right, the purchase would be paid for at the marshal's office instead of the auctioneer's. In this case, as we are informed, a false return of weight was made, by which the purchaser got the entire quantity, and paid for but little more than one-half. Witnesses, Wm. Scott, 111 Wall street, and C. Lamont, 114 Water street.

In September last a loyal southern man escaped from Sabine Pass, Texas, in a small schooner laden with sixty-three bales of cotton; he sought the United States fleet, surrendered himself, and offered to pilot the fleet into the pass. His services were accepted by Admiral Farragut, who subsequently employed him as pilot. He took the vessels into Sabine Pass, when the place was captured. In the mean time his cotton was sent to this port, libelled and condemned on the 5th of November. On the 17th of November the Secretary of State, being advised of the facts, by direction of the President, ordered the unconditional release of cargo. On receipt of this order, the district attorney wrote to the Secretary that it had been complied with, and the cargo given up.

Before this order was given, the district attorney had libelled not only the cargo, but the vessel also, *which was never in the district*, and on the 5th of November a decree of condemnation of the cargo was entered. After writing to the Secretary of State that his order was complied with, the district attorney permitted the cargo to be retained by the marshal, who exacted and received from the owner a deposit of $1,500 to secure fees, &c. On claiming this amount, the marshal, district attorney, counsel for captors, and prize commissioners, presented bills for their fees, &c., *adjusted among themselves* by consent, at $1,294 52. A motion was made by the claimant to recover this amount, and these officers then "settled" by paying back $511.—(See papers.)

At the sale of cargo of steamer Stettin, goods to the amount of $80,000 were struck off to Smith & Holmes; they never took the goods, or paid for them, and the goods were resold. It was subsequently ascertained that one of the names was fictitious; that the real name of Smith was Coles; that Holmes was a partner of Ward & Gore, and it was stated by Coles that the purchases in question were made for account of Ward & Gore, and Mr. Thompson, United States deputy marshal. The goods were sold the second time, at a loss of several thousand dollars. Before the resale took place, Mr. Elliott, prize commissioner, was asked whether the sale was for account of the government or the former purchasers; he said for the government. He did not get pay enough to make it worth while to look up the other parties; he was told they could be found, and informed where. He said he

knew, but did not intend to give himself the trouble. Witnesses, John H. Draper and William A. Wood.

Time will not permit us to include in this statement all the cases in which wrong has been done, but we will in the course of a few days be able to present additional facts. Vessels and property have been sold at different places from those advertised. A number of suits have been brought to condemn property which could have been included in one proceeding. Twenty-five thousand dollars' worth of tobacco, &c., was taken from the Hiawatha, and, as we are informed, is yet unaccounted for. Excessive charges have been made for ship-keepers' and other expenses.

We submit this statement for your consideration, and do not doubt that you will take such measures as will lead to a full and complete expose of the manner in which this business has been conducted.

We have interested ourselves in this matter solely from regard for the honor of the government, and a desire to protect the rights of the brave men who are exposing their lives in our cause, and whose interests are confided to the officers of the government.

We are, sir, very respectfully, your obedient servants.

M. H. GRINNELL, *Chairman.*

Hon. EDWARD JORDAN,
Solicitor of the Treasury, U. S.

CITY AND COUNTY OF NEW YORK, *ss:*

Robert Murray, marshal of the United States for the southern district of New York, being sworn, says that the statement hereto annexed contains a true and correct account of his insurance upon prize property which has been placed in his possession and custody, as marshal aforesaid, during the existing war, and of the premiums of insurance actually paid by him thereon in the cases which have passed into final decree by the final adjudication of the prize court, and the costs and disbursements in which have been taxed and allowed. Deponent further says, that at the commencement of the prize proceedings he encountered much difficulty and many embarrassments connected with the subject of insurance of the property which came into his custody. The proceedings in various respects were so entirely novel, and the property captured came to deponent's custody under such peculiar circumstances, that not only was deponent at a loss to determine what precise course to pursue, but insurers themselves were unwilling to assume risks upon the property in the ordinary way, or on the ordinary terms.

These difficulties and embarrassments resulted from the fact that oftentimes the captured property, consisting of the cargoes of three or four vessels which were retained by the captors, came to this port laden on board of a government supply vessel, and so intermingled that it was impossible, until the arrival at some future period of the different bills of lading, invoices, or manifests, to separate one cargo from another, and thus impracticable, if otherwise possible, to have separate risks for the independent cargoes.

Again: By the rules of the prize court, unless by special order for special cause, the cargo of a captured vessel is placed under the seal of the prize commissioners, and so remains until removed by order of court, for its inspection and appraisement and sale upon a decree of condemnation; so that its extent, character, and value can be but imperfectly estimated, the packages always remaining closed, and the papers of a captured vessel almost always giving false, and very seldom accurate descriptions of the cargoes, either in character, quality, or extent.

Again: For a long time, apprehension prevailed that a cargo captured on its way to supply the enemy was certain to contain ammunition, or some combustible material, concealed in some manner in some of the cases or packages, which would necessarily give an extra hazardous character to any risk assumed on its insurance. And, again, nothing could be more diverse than the opinions at first entertained as to the length of time that deponent, as marshal, would be likely to have the custody of the property, for while some seemed quite confident that it would be given up in a few days or weeks, at farthest, others, on the contrary, predicted that it would be months before it would pass from deponent's possession.

Under these circumstances, and laboring under these difficulties, deponent pursued what he deemed at the time, and was advised by others, to be the best and most feasible method of effecting insurance, namely, by an open policy for three months, and at the rate of one per cent. for the time the policy had to run. Renewals for a like term were subsequently had; and as the property was sold from time to time, the premium of one per cent. upon its amount was paid by the deponent, where the property had been in his custody for three months' time or less, (there being no return premium stipulated or allowed upon this character of policy, where the property was in deponent's possession for a shorter period than the life of the policy,) and an additional proportionate sum in cases where the property was covered for a longer time.

This system was pursued until about the last of April of this year, when, the open policies expiring, deponent adopted the method which he now pursues, of independent policies upon the separate cargoes, in the manner stated by him in his recent examination before the Solicitor of the Treasury on the investigation relative to prize proceedings.

Deponent further says, that this business of the insurance by him of the prize property in his official custody has been done in entire good faith; the premiums have been paid by him as set forth, and, as the receipts of the insurance agent annexed to the papers in each case will show, without reservation of any kind, and without the slightest interest on his part, direct or indirect, in the premium paid, or any part thereof, and without any other interest of any description whatever than that which he felt in the strict and faithful performance of his official duty. Indeed, so far from any profit resulting to him therefrom, in consequence of the inadvertence of the person in his office who made up the bills of disbursements in two or three of the prize cases, the premiums of insurance which deponent had actually paid therein were accidentally omitted, and the said cases were settled without the payment of the amount of said disbursements actually made by deponent. So that, to the extent of these unpaid amounts, deponent is really out of pocket in the business of his insurance upon prize property. And deponent further says, that from the commencement of the war the premiums on insurance upon prize property, up to the passage of the joint resolution, on the 17th of July, 1862, were paid, and advanced by him out of his own private resources.

ROBERT MURRAY,
U. S. Marshal.

Sworn before me this 4th day of June, 1863.

R. E. STILWELL,
U. S. Commissioner.

CITY AND COUNTY OF NEW YORK, *ss:*

John Cashaw, being sworn, says: That he is apprehensive that he may have been misunderstood upon one or two points connected with his recent examination before the Solicitor of the Treasury in relation to insurances effected by him, on behalf of the marshal, upon prize property in his custody; and this apprehension arises from a conversation he has since had with Mr. Upton, who certainly did misapprehend deponent, and he desires to correct such misapprehension. First. Deponent intended to state, if he did not, that the system of insurance by open policy, which was renewed after three months, (the time fixed for it to run,) was continued until the last of April or the 1st of May, when deponent procured, for the first time, separate policies upon distinct cargoes in designated stores. Deponent further stated that, under the system of insurance by open policy, no portion of the one-per-cent. premium was returnable, by reason of the property being sold out of the marshal's custody before the expiration of the three months. In this respect, as in others, there is a difference between the mode of insurance by open policy and that now pursued; and if deponent was misunderstood, it was because what he said in relation to the latter mode of insurance was applied to the former.

Deponent further says that, owing to the entirely unprecedented circumstances attending this prize property and its custody, it was wholly impossible to pursue any course in relation to its insurance which was wholly free from all objectionable features; but he is sure that no pains were spared to ascertain and determine the best course to be pursued, and if error was committed, it was one of *judgment only*. Mr. Murray, the marshal, paid to deponent the several amounts specified in deponent's respective receipts, as the insurance agent, at the times and precisely in amount as therein specified, without any deduction or reservation whatever, and without any agreement, express or implied, that he should have, in any manner or at any time, the slightest pecuniary interest connected with or resulting from said insurance, and the several amounts so paid to deponent he duly paid over in full to his employers, receiving only his ordinary and customary commission for said service.

Deponent further says that it is perfectly true, as stated by the marshal in an affidavit made by him, which deponent has just now read, that the subject of this insurance upon prize property was surrounded with difficulties in the outset which seemed almost insurmountable. There were frequent consultations on the subject, and an advisory meeting of ten of the most experienced underwriters in New York, before insurance could be obtained in any manner or on any terms.

JOHN CASHAW.

Sworn before me this 3d day of June, 1863.

R. E. STILWELL,
U. S. Commissioner.

Statement of amounts received by the marshal in prize cases which have matured to final distribution, on account of his general disbursements for insurance upon prize property in bulk, by open policy.

Cargo ex Henry Middleton	$212 07
Cargo ex Garonne	23 30
Cargo ex steamboat Anna	142 23
Cargo ex schooner Wave	62 50
Cargo ex schooner A. J. View	149 62
Cargo ex schooner Sarah and Caroline	33 22
Cargo ex steamboat Henry Lewis	245 05
Cargo ex sloop Pioncer	23 66
Cargo ex schooner Major Barbour	656 50
Cargo ex schooner Joanna Ward	63 78
Cargo ex schooner Gipsey	85 62
Cargo ex schooner Zavalla	41 25
Cargo ex schooner Lizzie Weston	1, 144 29
Cargo ex schooner J. W. Wilder	320 52
Cargo ex sloop Annie	160 15
Cargo ex schooner Venus	57 81
Cargo ex schooner J. G. McNeil	65 36
Cargo ex sloop Sarah	73 82
Cargo ex schooner New Eagle	80 08
103 casks rice	35 10
1, 254 bags rice	41 34
Schooner Lucy C. Holmes	3 37
Cargo ex schooner Lucy C. Holmes	283 95
Schooner Agnes H. Ward	1 56
Cargo ex schooner Agnes H. Ward	190 50
Schooner Annie Sophia	2 81
Cargo ex schooner Annie Sophia	4 04
Cargo ex schooner Actor	21 00
Schooner Belle	2 22
Cargo ex schooner Belle	7 26
Cargo ex British Empire	3 48
	4, 237 46

NEW YORK, *January* 27, 1863.

Received from Robert Murray, esq., United States marshal for the southern district of New York, three thousand seven hundred and fifty dollars, premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in the Union stores, Brooklyn, and in T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to three hundred and seventy-five thousand dollars, expiring 27th April, 1863.

Received payment,

JOHN CASHAW.

NEW YORK, *October* 27, 1862.

Received from Robert Murray, United States marshal for the southern district of New York, three thousand seven hundred and fifty dollars, being premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in the Union stores, Brooklyn, and in T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to three hundred and seventy-five thousand dollars, expiring 27th January, 1863.

Received payment,

JOHN CASHAW.

NEW YORK, *July* 27, 1862.

Received from Robert Murray, esq., United States marshal for the southern district of New York, three thousand seven hundred and fifty dollars, being premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in Union stores, Brooklyn, and T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to three hundred and seventy-five thousand dollars, expiring 27th October, 1862.

Received payment,

JOHN CASHAW.

NEW YORK, *April* 27, 1862.

Received from Robert Murray, esq, United States marshal for the southern district of New York, three thousand five hundred dollars, being premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in Union stores, Brooklyn, and T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to three hundred and fifty thousand dollars, expiring the 27th July, 1862.

Received payment,

JOHN CASHAW.

NEW YORK, *January* 27, 1862.

Received from Robert Murray, esq., United States marshal for the southern district of New York, three thousand dollars, being premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in the Union stores, Brooklyn, and T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to three hundred thousand dollars, expiring 27th April, 1862.

Received payment,

JOHN CASHAW.

NEW YORK, *October* 27, 1861.

Received from Robert Murray, esq., United States marshal for the southern district of New York, two thousand five hundred dollars, being

premium upon open policy of insurance effected by the Fulton Fire Insurance Company, being at the rate of one per cent. for three months, on prize property stored in Union stores, Brooklyn, and T. M. Wheeler & Co.'s stores, Atlantic dock, Brooklyn, amounting to two hundred and fifty thousand dollars, expiring 27th January, 1862.

Received payment,

JOHN CASHAW.

Statement of cargoes of prize vessels where insurance was omitted, being charged in the marshal's bill of disbursements by mistake of clerk.

Cargo ex schooner	Shark	$2,486 94
Do.	Falcon	2,784 41
Do.	Albion	898 34
Do.	H. M. Johnson	2,470 26
Do.	Soledad Cos	3,974 63
Do.	Flash	585 61
Do.	Lizzie	287 50
		13,487 69

Cargo ex schooner Stephen Hart, $39,355 27.

The cargo of the above vessel was not insured, as the goods were stored at the navy yard.

Amount of money in sub-treasury	$1,084,001 05
Amount in Broadway Bank, being part proceeds of cargoes ex Robt. Bruce, Hetiwan and Mercury, recently sold, but not yet closed	54,155 65
Amount paid into United States treasury for distribution	410,875 29
Estimated amount of prize property remaining unsold	2,500,000,00

Account showing amounts retained by Simeon Draper, as his commissions as auctioneer, in cases where sales were made after the expiration of the consent on which his commission of $2\frac{1}{2}$ per cent. had been previously allowed, and in cases on which the court has refused to make the allowance, the return of said amount having been demanded of Mr. Draper and refused.

Date.	Cargo of what vessel.	Amount sold for.	Auctioneer's commissions retained.	Advertising catalogues, G and C, retained.	Total amount retained.
Nov. 24	Cargo ex Gondar	$114,656 59	$2,866 41	$10 00	$2,876 41
Nov. 24	Cargo ex Gondar	1,308 62	32 71	-------	32 71
Nov. 29	Cargo ex Ann	19,013 12	475 32	108 44	583 76
Dec. 10	Cargo ex Tubal Cain	3,795 46	94 88	23 39	118 27
Dec. 10	Cargo ex Mary Stewart	364 75	9 11	7 00	16 11
	Total	139,138 54	3,478 43	148 83	3,627 26

Total amount of commissions received by Simeon Draper, as auctioneer, from August, 1861, to December, 1862, in selling prizes, exclusive of revenue cases.

Henry Middleton, schooner	$10 00
Henry Middleton, cargo	530 17
Mars, cargo	8 52
Major Barbour, schooner	10 00
Garonne, cargo	58 26
Stephen Hart, schooner	10 00
Stephen Hart, cargo	983 88
Sally Magee, bark	10 00
Wave, cargo	156 25
Joanna Ward, schooner	10 00
A. J. View, cargo	374 05
Sarah and Caroline, cargo	83 06
L. Agnes, schooner	10 00
Joanna Ward, cargo	159 45
Major Barbour, cargo	1,094 19
Napoleon, schooner	10 00
Napoleon, cargo	1,554 47
Exertion, cargo	237 52
Henry Lewis, cargo	408 44
Steamboat Anna, cargo	355 59
Lucy C. Holmes, cargo	709 89
Lucy C. Holmes, schooner	10 00
Patras, cargo	380 46
Nassau, steamer	10 00
Nassau, cargo	50 21
Julius Webb, cargo	154 31
Palma, cargo	393 57
L. Weston, cargo	1,807 16
Clifton	287 68
Flash, schooner	10 00
Flash, cargo	14 64
Thos. Watson, cargo	16 42
Annie, cargo	266 93
Sarah, cargo	184 56
Ann, steamer	10 00
Ann, cargo	545 52
New Eagle	200 21
Gen. C. C. Pinckney, schooner	10 00
Gen. C. C. Pinckney, cargo	481 95
Stettin, steamer, cargo	4,409 81
Mary Clinton, schooner	10 00
Eothere, cargo	167 25
Albert, schooner	10 00
Albert, cargo	252 10
Partridge, cargo	128 21
J. W. Wilder, cargo	534 41
Alliance, cargo	1,362 49
Hiawatha, cargo	6,411 95
Annie Sophia, schooner	10 00
Annie Sophia, cargo	10 12
W. H. Northrup, schooner	10 00
Mary Stewart, schooner	10 00

Mary Stewart, cargo	$9 11
Maria, schooner	10 00
G. McNeil, cargo	163 42
Venus, cargo	144 53
Ella Warley, steamer	10 00
S. A. Falconer, cargo	207 48
Emily, cargo	83 55
1,254 bags rice	103 38
103 bags rice	87 75
Gondar	2,899 12
Belle, schooner	10 00
Tubal Cain, steamer	10 00
Tubal Cain, cargo	627 50
John Gilpin, schooner	10 00
Anglia, steamer	10 00
Scotia, steamer	10 00
Robert Bruce, brig	10 00
Revere, schooner	10 00
Water Witch, schooner	10 00
Lizzie, cargo	7 18
British Empire, cargo	8 70
H. M. Johnson, cargo	37 63
H. C. Brooks, cargo	135 72
Solidad Cos, cargo	99 36
Albion	24 23
Falcon, schooner	10 00
Falcon, cargo	80 77
Velasco, schooner	10 00
H. C. Brooks, brig	10 00
Shark, schooner	10 00
A. H. Ward, schooner	10 00
A. H. Ward, cargo	476 25
Actor, schooner	10 00
Mars, schooner	10 00
Actor, cargo	52 50
Zavalla, cargo	103 12
Gipsy, cargo	214 07
Pioneer, cargo	59 17
Shark, cargo	63 11
Total	30,801 35

EXHIBIT A.

Memorandum as to insurance charges.

Schooner Lizzie Weston and cargo:	
District attorney's bill of costs	$990 00
District attorney's bill of costs as taxed	315 00
Clerk's costs	41 15
Proceeds of sales	76, 286 67
Ward & Gore, cargo cotton—	
293 bales; 4½ months' storage, at 75 cents	988 87
1 sample bale, 4½ months storage, at 75 cents	3 38

Labor on 294 bales, 75 cents	$220 50
Labor breaking down and retiring for weighing	220 50
Trucking to store	61 37
Repairing bales	22 37
Arranging for sale	73 50
Insurance on cargo, Fulton Fire Insurance Company	76,286 67
Amount of insurance	1,144 29
Rob't Dillon, examining and appraising	78 25
Easton & Co., examining, sampling, and appraising	98 25
Schooner Edward Barnard and cargo:	
Proceeds of cargo	27,101 35
Ward & Gore, storage, 594 barrels—	
1½ month	185 62
Labor to arrange the same for sale, 1 shilling pr. barrel	74 25
Labor to discharge same from ship	74 25
Schooner Agnes H. Ward and cargo:	
Proceeds of sales of cargo	19,050 28
Ward & Gore, 15 bales cotton—	
Storage, 2 months	9 00
177 barrels turpentine, 2 months	66 38
10 boxes tobacco, 2 months	6 00
Labor discharging from vessel	40 00
Truckage	27 13
Labor breaking down, retiring for weighing and gauging	29 79
Cooperage when landed and sold	50 00
Fulton Fire Insurance Company, on cargo	190 50
Benj. Bateman—	
Examining and appraising the value of 177 barrels turpentine; superintending, gauging, and examining barrels to ascertain the marks thereon and preparing same for sale, &c., &c.; net sale, $15,727 63	157 00
E. U. Blackwell—	
Gauged and inspected 177 barrels spirits, 12 cents	21 24
Schooner Shark and cargo:	
Proceeds of cargo	2,486 94
Ward & Gore, storage, 1 month, assorted cargo	107 21
Extra labor arranging and sorting and coopering cargo for sale	34 50
Watching night and day	26 00
Edward T. Hackett—	
Labor discharging vessel, assorting cargo, allotting and use of purchase-blocks	25 82
Services of clerk, 2 days, at $3	6 00
Watching	3 00
Hire of man, tackle, and horse for discharging	5 00
My own services, superintending the discharge of cargo, rendering inventories of same, assorting into lots, and attention at sale	25 00
Schooner Falcon and cargo:	
Proceeds of cargo, (part)	2,784 41
Ward & Gore, 1 month storage and labor	180 88
Edward T. Hackett, labor, &c	110 00
District attorney's bill of costs	127 50
District attorney's bill of costs as taxed	62 50

Schooner Soledad Cos and cargo:			
Cargo			$3,974 63
District attorney's bill of costs			187 50
District attorney's bill of costs as taxed			67 50
Schooner Venus and cargo:			
Cargo			5,781 49
T. M. Wheeler & Co., storage, 5 months, at $28 per month, for 430 pigs lead, 39 pigs copper, 38 slabs lead, one lot tin, 22 bales wool, 1 sack coffee, &c., &c			140 00
Labor receiving and delivering			28 00
Weighing for appraisers			34 62
Weighing for sale			34 62
Arranging for sale			46 25
Jas. S. Watt—			
Appraising, 2½ per cent. on $5,334 83	$133 37		
Deducted at suggestion of prize commissioners	50 00		
			83 37
			83 37
Fulton Fire Insurance Company; insurance on cargo			57 81
District attorney's bill of costs			265 00
District attorney's bill of costs as taxed			95 00
Sloop Sarah and cargo:			
Cargo			7,381 41
Ward & Gore—			
Storage, 15 bales cotton, 2 months, 3 3			16 88
40 barrels turpentine " 1 1			15 00
21 barrels tar " 1 1			7 88
Fulton Fire Insurance Company			73 82
District attorney's bill of costs			265 00
District attorney's bill of costs taxed at			115 00
Schooner Lucy C. Holmes and cargo:			
Cargo			28,395 62
Ward & Gore—			
14 bales cotton, 4 months			14 00
187 bales cotton, 2 months			187 00
Discharging from vessel			30 00
Edw'd M. Morris, (discharging)			9 00
Henry Cammeyer, (examining and separating)			77 00
Rob't Dillon, (surveying, &c.)			10 00
John Perry, (discharging, &c.)			15 00
Insurance			283 95
Schooner Joanna Ward and cargo:			
Cargo			6,378 00
Ward & Gore—			
6 cases jelly, 2½ months, storage and labor			57 00
7 cases cigars, 2½ months			66 50
Discharging cargo from vessel			100 00
Insurance			63 78
District attorney's bill of costs, $180, taxed at			70 00
Schooner Major Barbour and cargo:			
Cargo			43,767 76
Ward & Gore, storage—			
7 cases thread, 4 months			52 50
5 cases hats, &c., 4 months			75 00

4 cases thread, 4 months	$40 00
Cooperage on all cargo, from receipt to delivery, examining, appraisements, storing, landing from vessel before discharging, auction sale and delivery	275 63
Watchmen at auction, 10 men, at $2	20 00
Extra labor furnished for examinations, appraisements, exhibiting for auction, and restoring goods to store	259 12
Jas. Simington and P. Pratts, appraisers—	
For examining, sampling, measuring, weighing, testing chemicals, and appraising cargo at Union stores, Brooklyn, and Ellis island	875 00
Insurance, 1½ per cent	656 50
District attorney's bill of costs, $1,030; taxed at	780 00
Sloop New Eagle:	
Cargo	8,008 50
Insurance, 2 months	80 08
District attorney's bill of costs, $240; taxed at	100 00
Schooner Henry Middleton:	
Cargo, (received June 16; sold June 26, 1862)	21,207 05
Insurance, 1 per cent	212 07
District attorney's bill of costs, $307 50; taxed at	257 50

Statement.

THE UNITED STATES
vs.
THE STEAMER ANN, HER CARGO, &c.

On the 29th November, 1862, the cargo in question was sold under decree of condemnation, entered in the United States district court for the southern district of New York.

The sale took place at the Union stores, Brooklyn, under the direction of the United States marshal for the district, Robert Murray, esq., by Simeon Draper, auctioneer. A copy of the catalogue is submitted herewith, marked A.

Messrs. Ward & Gore, proprietors of the Union stores, where the goods were and had been for some time stored, bought lots 131 and 132, viz:

131.—293 chests Congo tea, net 24,877 lbs.
132.—310 bags Rio coffee, a portion slightly damaged.

It was announced, by the auctioneer, that the goods were sold exactly as they were; no warranty being made, and that no deductions or reclamations would be allowed.

Ward & Gore bought the two lots above mentioned, the coffee at 30 cents per pound, and the tea at 44½ cents per pound.

(See statement of John H. Draper, annexed, marked B.)

On the 19th December, 1862, an order was made by the honorable Samuel R. Betts, district judge, directing the delivery of said tea and coffee to Ward & Gore, the purchasers, at a reduction of 10½ cents per pound, from the price bid for the tea, and 10 cents per pound from the price bid for the coffee.

The actual weights were as follows:

293 packages tea, 32,495 pounds.
310 bags coffee, 46,910 pounds.

On or about the 2d December, *after* the sale and *before* application was made for the reduction of price, H. H. Elliott, esq., one of the prize commis-

sioners, directed the weighers to "weigh liberally" to the purchasers, *inasmuch as the goods were damaged.*

In pursuance of this direction, the weighers deducted from the *actual weights,* as ascertained, 10 pounds per bag on the coffee, and 3 pounds per package on the tea; making return as follows:

The tea, 31,616 pounds—879 pounds less than actual weight.

The coffee, 43,941 pounds, or (deducting tare) 2,969 pounds less than actual weight.—(See letter of Root & Connell, annexed, marked C.)

No information of this alteration or *falsification* of the weigher's return reached the auctioneer until after the transaction was closed.

The amount of loss to the government and the captors by these reductions is as follows:

The tea, at actual weight and price bid, was worth—		
32,495 pounds, at 44½ cents		$14,460 27
The coffee, at actual weight and price bid, was worth—		
46,910 pounds, at 30 cents		14,073 00
		28,533 27
The purchasers *paid* for the tea as follows:		
31,616 pounds, at 34 cents	$10,749 44	
for the coffee—		
43,941 pounds, at 20 cents	8,788 20	
Total price paid		19,537 64
Total loss		8,995 63

An examination of the papers on file in the clerk's office, on which the order reducing price was made, discloses the following facts:

The papers consist of a petition, signed and sworn to by Ward & Gore; an order of reference to Edward H. Owen, esq., one of the prize commissioners; two affidavits made by F. H. Malignon and John Davenport.

A report by Mr. Owen, dated December 19, recommending that the prayer of the petitioners be granted.

The name of William J. Osborne appears in the papers as proctor for the petitioners.

Mr. Osborne is a United States commissioner, and an assistant in the district court clerk's office.

Mr. John H. Gray, who appears in the order as counsel for the petitioners, is (or was until very lately) the law partner of Mr. E. H. Owen, one of the prize commissioners, and occupies the same office.

Other parties bid in good faith at the sale, up to very nearly the prices bid by Ward & Gore, and the goods were worth the prices bid.—(See affidavit of Joseph J. O'Donohue, annexed, marked D.)

It does not appear by the papers on file that any notice was given to the district attorney or counsel for captors, though it is stated in the order that they had notice.

A copy of the order is annexed, marked E.

A.—*Catalogue of cargo of the prize steamer Ann.*

Lots.	Marks and Nos.	Description.
131	[A H]	293 chests Congou tea, tare 26 pounds each, 32,495, 7,618—net 24,877.
132	S & C	310 bags Rio coffee, a portion slightly damaged.
133	.....	1 hogshead and 1 box sweepings Rio coffee.
134	A L P	29 cases Austrian muskets, each 20, damaged. 1 case 13 Austrian muskets, each 20, damaged.
135	G B 1 A	1 case 980 leather ball pouches.
136	P H C A 4 K 161	1 case containing— 3 tin cans huile de amandes douces, each 8 pounds. 3 tin cans baume de copapu solidifiable, each 8 pounds. 12 bottles liqueur hemostatique, each 4 ounces. 6 bottles vin de Gilbert. 24 bottles sirop de H. Aubergier au Lactucarium. 5 bottles glycerine, each 1 pound. 6 bottles baume tranquille, each ½ pound. 12 bottles eau de laurice cerise, each ½ pound. 20 bottles alcool camphre, each 1 quart. 2 bottles essence de moutarde, each 1 ounce.
137	P H C A 5 K 161	1 case containing— 3 tin cans racine de guimauve, each 20 pounds. 2 stone jars chlorate de potasse, each 20 pounds. 1 stone jar acide citrique, each 9 pounds. 1 pot extrait de teraxacum, 1 pound. 1 pot extrait de digitals, 1 pound. 1 pot extrait de belladone, 1 pound. 1 pot extrait de stramonium, 1 pound. 1 pot extrait de cicuta, 1 pound. 5 bottles poudre de rhubarbe de chine, each 1 pound. 4 bottles tartrate de fer, each ½ pound. 5 bottles citrate de fer, each ½ pound. 5 bottles tartrate de potasse et de fer, each ½ pound. 5 bottles poudre de myrrhe, each 1 pound. 5 bottles poudre de quinquina rouge, each 1 pound. 1 bottle extrait de ratanhia, each 1 pound. 5 bottles alum pulv., each 1 pound. 7 bottles poudre d'aloes succotrin, each 1 pound.
138	P H C A 1 K 107	1 barrel ground linseed, 233, 40—net 190 pounds.
139	P A P A 20	1 case 57 reams blue letter paper, ruled, damaged.
140	P A P A 4	1 case containing— 21 reams tea paper, 25 by 35, 21 pounds each. 15 reams wrapping paper, 17½ by 22, 11 pounds each.
141	V M & Z	8 cases, 7½ dozen, Holland gin, square taper bottles.
142	M	1 case, 15 bottles, Holland gin, square taper bottles.
143	.....	1 coil coir cordage, 1¾-inch, weighing 383 pounds.
		Saltpetre, a portion of the cargo of the prize steamer Tubal Cain.
144	.....	118 bags saltpetre, 6 pounds tare per bag.
		Saltpetre and kerosene oil, a portion of the cargo of the prize steamer Elizabeth.
145	.....	81 bags saltpetre, 6 pounds tare per bag.
146	M D [G] J	9 barrels kerosene oil, 324 gallons. 1 empty kerosene barrel.

SIMEON DRAPER, *Auctioneer.*

B.

On the 29th day of November, 1862, at a United States marshal's sale of the cargo of the prize steamer Ann, Simeon Draper, auctioneer, there were offered for sale, as per catalogue, "310 bags coffee, a portion slightly damaged."

This coffee was bid for by many dealers in that article who were present at the sale, and finally struck down to Messrs. Ward & Gore, proprietors of the Union stores, Brooklyn, where the above and other prize property was stored, at one-half of one cent per pound over another bidder, who would have taken the coffee at 29½ cents had not Messrs. Ward & Gore bid 30 cents.

The terms of sale under which these goods were sold were, that the "goods were sold as they were, and no reduction or reclamation would be allowed by either the marshal or the United States prize commissioners." On the 2d December Messrs. Ward & Gore paid Mr. Draper, auctioneer, their check for $2,000 as a deposit on their purchase of coffee.

Nothing was heard from them until Mr. Ward brought to the auctioneer an order from the court allowing them to take and pay for the coffee at a reduction of ten cents per pound.

The order of the court was respected and obeyed by the auctioneer and United States marshal, and the goods were delivered to Messrs. Ward & Gore at that reduction from their bid, viz., 20 cents per pound instead of 30 cents.

The coffee was weighed by Messrs. Root & Connell, weighers and gaugers, New York city, who it seems did not return the actual weight, but, in accordance with instructions received from a United States prize commissioner, (see their letter hereunto annexed,) made an allowance of ten pounds on each bag, on its face a fraud of 3,100 pounds gross weight.

At the same sale and same date Messrs. Ward & Gore were the purchasers of 293 packages tea at 44½ cents per pound, and the same order of the court allowed them to have the tea delivered them at a reduction of 10½ cents per pound from the price bid by them at said sale, making the price to them 34 cents per pound.

On this tea the same weighers made an allowance, per chest, of three pounds, in all 879 pounds fraud, a total loss to captors and government. It has been stated to me by the person who had a conversation with Messrs. Ward & Gore after their purchase of tea, that he offered to sell it for them at one cent per pound profit over and above the 44½ cents, the price it was struck down to them at.

J. H. DRAPER,
New York, Auctioneer.

C.

NEW YORK, *January* 13, 1863.

DEAR SIR: At your request, we, the undersigned, city weighers and gaugers of the city and county of New York for the last fifteen years, do send the following statement concerning a lot of goods weighed by us at the Union stores, Brooklyn, viz: December 2, 1862, 310 bags coffee; and on December 10, 1862, 293 chests tea. By orders from Mr. Elliott, United States prize commissioner, that we should weigh the goods very liberally, we did, after weighing the above goods at actual weight, allow on every package of tea three pounds each, and on every package of coffee ten pounds each, consider-

ing it a liberal allowance on the aforesaid goods, the tea being in broken packages, and the coffee also in a damaged state.

We would also state that, upon receiving orders from Mr. Elliott in relation to same, he did not specify any particular number of pounds allowance, but in consideration of the above order and condition of the goods, we did make the said allowance; and furthermore, the said allowance was of no personal benefit to ourselves whatever.

Respectfully, yours,

ROOT & CONNELL,
No. 134 *Water street.*

Mr. JNO. H. DRAPER.

D.

STATE OF NEW YORK,
City and County of New York, ss:

Joseph J. O'Donohue, of Brooklyn, in the State of New York, being duly sworn, says that he was present at the sale by the United States marshal, by S. Draper, auctioneer, at the Union stores, on the 29th day of November, 1862, of the cargo of the prize steamer Ann; that deponent bid 27½ cents per pound for the 310 bags coffee sold at said sale, and 44 cents per pound on the tea sold there; that the said coffee was struck down to Ward & Gore at 30 cents per pound, and the tea to the same parties at 44½ cents per pound; that some other party bid 29½ cents per pound on the coffee; that deponent is and has been for nineteen years a dealer in teas and coffees, and is thoroughly acquainted with all the varieties and kinds of both, whether sound or damaged; that he carefully examined, before said sale, the said tea and coffee; that said tea was damaged only by age, and to an extent not to exceed three cents per pound in value; that tea of corresponding quality, not damaged by age, would have been worth, in the New York market, 50 cents per pound at that time; that the coffee in question was damaged only in part; about one-eighth part thereof was slightly damaged by wetting, and was depreciated in value thereby not to exceed one-half a cent per pound of the whole quantity; deponent considered it fully worth the price he bid for it, and a bargain, and would have readily paid that for it, net, cash.

Deponent further says that at the commencement of said sale it was announced by the auctioneer, Mr. S. Draper, that the goods were sold exactly as they were, no warranty being made, and that no reclamations would be allowed.

JOSEPH J. O'DONOHUE,
Of the firm of Messrs. John O'Donohue & Son,
239 *Front street, New York.*

Sworn to before me this 13th January, 1863.

CHAS. E. GILDERSLEW,
Commissioner of Deeds.

E.

At a stated term of the district court of the United States for the southern district of New York, held at the United States court-rooms, in the city of New York, on the 19th day of December, 1862.

Present: Hon. Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER ANN AND CARGO.

On reading and filing the petition of Robert M. Ward and Walter S. Gore, composing the firm of Ward & Gore, with affidavits thereto annexed, and also the report of Edward H. Owen, esq., one of the prize commissioners, and the further affidavits thereto annexed, which report was made in pursuance of an order made herein, referring the matters to one of the prize commissioners, and by which it appears, among other things, that the matters stated in said petition are true, and that the petitioners are entitled to the relief prayed for in the said petition, and hereinafter mentioned: Now, therefore, after hearing J. H. Gray, esq., counsel for the petitioners, and the district attorney and counsel for the captors not opposing, **and having notice thereof*, it is ordered that a deduction be made from the prices bid by the petitioners for the coffee and tea mentioned in the said petition as follows, to wit: that from the prices bid for the said coffee there be deducted and allowed, by reason of the damages thereof, the sum of ten cents per pound; and that from the price bid by them for said tea the sum of ten and one-half cents per pound; and that the said coffee and tea be delivered to the said petitioners upon the payment by them of the prices so bid by them, less the sums to be deducted, and upon payment of the prize commissioner's bill upon such reference.

SAM'L R. BETTS, *Judge.*

A true copy.

GEORGE F. BETTS, *Clerk.*

MR. UPTON'S BRIEF.

To the honorable Edward Jordan, Solicitor of the Treasury of the United States, and commissioner appointed by the Secretary of the Navy to make investigation of the proceedings connected with the adjudication and sale of property captured as prize in the southern district of New York:

The undersigned, counsel for the captors, on his own behalf, as one of the parties whose official acts have been called in question by this investigation, and on behalf of the United States marshal, upon whom has devolved the custody and sale of the prize property which has been the subject of adjudication in this district, respectfully submits to the investigating commissioner the following brief considerations:

In view of the general character of the testimony that has been produced on the investigation, and its conceded general exculpatory results, had he been permitted to consult his own inclination he would have preferred to submit the whole to the determination of the Solicitor without a word of comment. But the intimation from the Solicitor of his desire that counsel should present to him their written views, and this having been done by the counsel who appeared on behalf of the committee of merchants, at whose instance the investigation was ordered, he feels constrained to say something in reply, and something, too, expressive of his individual sentiments as to the purpose, character, and consequences of this investigation. And first, a few words in reply upon some points to which special allusion has been made by the learned counsel for the committee.

First. The junior counsel seem to complain that, from no official who has been examined have they been "able to get" more than an approximate valuation of the prize property now in the marshal's custody, &c.

---

*These words interlined.

It would have been gratifying had the counsel suggested some mode by which the examined officials might have been able to give more than an approximate valuation.

Second. The same counsel speak in terms of just reprobation of the great delays in bringing cases to final decree—delays which, they truly say, still are suffered without prospect of discontinuance. Justice to those who are in nowise censurable for these delays imperatively requires that the *true cause* should be distinctly indicated.

These delays constitute the *causa causans* of all the enormous expenses which, more than all else combined, have occasioned the outcry against the New York adjudications. When the learned counsel are fully apprised by the evidence that causes, in which property to the value of millions has been condemned by decree of the district court, and withheld from sale by appeal to the circuit, were argued in the circuit court in the month of *November*, 1861, and are *yet undecided*, the undersigned respectfully submits, that to pass in silence, and without direct and emphatic reproof, such conduct on the part of the judge of the circuit court, is carrying regard for the dignity and independence of the judiciary to an excess which he deems not only unjustifiable in itself, but extremely unjust towards those who are made the sufferers by such lenity.

This mistaken lenity characterizes the comments of each of the counsel.

Third. The counsel complain that the marshal, notwithstanding the excessive charges of the storekeepers, to which he has been compelled to object, and which he has had greatly reduced, still retains these storekeepers in his confidence and patronage.

If the rendition of an account containing excessive charges should necessarily carry with it the loss of the confidence and patronage of the person charged, there would be little of such confidence and patronage left in the world. If the charges were, before cut down, high beyond precedent, as is averred, it should be remembered that the business of storing such property, in such manner, and upon such doubtful terms as to time of payment, was entirely without precedent.

Fourth. It will appear by the marshal's insurance account filed, with his explanatory testimony, that the counsel has fallen into the error of supposing that the premium paid on the open policies was one per cent. per annum. It was one per cent. for the time of the life of those policies, without any right of return premium if the property were disposed of before their expiration. This answers all that has been, or can be, objected upon the subject of insurance.

Fifth. The undersigned desires here to express his personal acknowledgments of the kind and flattering terms in which all the counsel have expressed their satisfaction with the faithfulness and ability with which the duties of the counsel for the captors have been performed, as well as for the manly frankness with which they concede the entire failure of proof to sustain any charge of any kind against him.

He submits, however, that the intimation that the counsel for the captors has performed duties which should have been performed by the district attorney, and duties which have been performed in other districts by district attorneys, is neither just towards that officer, nor toward the Secretary of the Navy, by whom counsel for the captors was appointed in this district. The answer to the objection is obvious and conclusive.

The duties which have been performed by the counsel for the captors here *could not have* been performed by the district attorney without the utter neglect of all his other official duties. The prize business of this district exceeded that of all the other districts combined.

(The construction of the terms "net amount paid into the treasury, &c.,"

as used in the letter of appointment of the counsel for the captors by the Secretary of the Navy, is alluded to in connexion with the taxation of the costs of that counsel. That the construction placed upon those words by the court is the true one, there is no manner of doubt, but it is not worth the trouble to show this, for the simple reason that in no instance have any costs been taxed in favor of the counsel for the captors under and by virtue of the letter of appointment of the Secretary. The terms of that letter have simply been used by the court as an aid in exercising its discretion and authority in taxing those costs under the provisions of the act of March 25, 1862.)

Sixth. The counsel justly complain of a grievous wrong that the large amounts of fees, &c., awarded to officials in excess of their salary or compensation limited by statute should be taken out of the proceeds of prize property, (that ought to be divided among the captors) and appropriated to the general use of the government.

This wrong was adequately remedied by the provisions of a section of a law drawn by the undersigned, at the request of the Secretary of the Navy, but not meeting the approbation of the chairman of the House Committee on Naval Affairs, it failed to become a law at the last session of Congress.

Seventh. There is but one other subject of comment in the brief of the junior counsel to which the undersigned desires specially to refer, and that is, the reclamations claimed by and made by order of court, or otherwise, in behalf of purchasers at sales of prize property. Such reclamations were opposed by the undersigned from the beginning as wrong in principle, and as opening the door for fraud and abuse.

In this he had the misfortune not to agree with the other officials, and the auctioneer, Mr. Draper, succeeded in obtaining the first reclamation which was made, (that on behalf of Nevins & Co.,) which was strongly and pertinaciously urged by him, and the result justified the predictions of the undersigned.

With the single exception, however, of the case of reclamation made on behalf of Ward & Gore, purchasers of coffee and tea, part of the cargo of the steamer Ann, there is no scintilla of proof of fraud or official corruption in any one of these reclamations. The original charge against the undersigned that he allowed this order of reclamation to be made without opposition, although he had notice of it, being withdrawn, because found to be untrue in fact, he will leave all discussion of the merits or demerits of this case of the Ann to the counsel to whom the interests of the reclaimants in that case are intrusted.

The marshal is censured for consenting to the delivery of coffee to one Noyes at a certain price, after it had been sold at a higher price, the purchaser refusing to take it. This is fully and satisfactorily explained by the testimony. It was done at the instance and request of the auctioneer. The marshal's note to the auctioneer does not state that the district attorney, counsel for the captors, and prize commissioners *have consented.* Not at all. Mr. Draper sends a messenger urgently requesting the marshal to consent to this arrangement, and the marshal writes him substantially, "Get the consent of these gentlemen and you have mine;" the district attorney, counsel for the captors, and prize commissioners *consenting.* But there is no suspicion of fraud in the matter on the part of the marshal. It is at most, what the undersigned did not hesitate to characterize all the reclamations made on the basis of alleged bad quality or insufficient quantity of the purchased merchandise, an irregularity, an error in judgment not at all likely to be again committed.

The undersigned will next proceed to notice the several subjects to which special allusion has been made by the learned senior counsel for the committee of merchants. Passing over those subjects to which the undersigned

has already referred, as contained in the brief of the junior counsel, the counsel speaks of the weighing the coffee, the cargo of the Soledad Cos, by the witness Thurber, as "clearly erroneous" and "apparently fraudulent." The *testimony* certainly establishes the fact that it was neither the one nor the other.

The apparent discrepancy in weight, resulting from the weight of one bag, is very clearly explained by Thurber himself, and his evidence is sustained by that of Wheeler. An attempt was made, on the last day of the investigation, to shake the testimony of Wheeler by that of Draper and his son. No number of such witnesses as Simeon Draper and his son John, that the arithmetic of man could designate, would be capable of casting a shade of suspicion upon the evidence or character of such a man as Wheeler. His sensitiveness led him to make an affidavit of the facts after the close of the investigation, and as soon as he heard of this attempt of the Drapers, but in the opinion of the undersigned it was altogether unnecessary.

The learned counsel, in his enumeration of causes of complaint against the marshal, makes mention of one only, not before spoken of, as included in the brief of the learned junior, namely, the missing tobacco of the Hiawatha.

The evidence shows that, in this matter, he placed his confidence where it was not merited, and therefore was abused. Of his strict legal liability there may perhaps be little doubt, after endeavors have been made, without success, to recover from those who are conceded to be primarily liable, namely, the man Potts and his lawyer. But as to the policy or propriety under the peculiar circumstances of the case, resulting as it did, although in apparent loss to the captors and government, in their actual gain to four times the amount, in the judgment of the undersigned there is great and serious doubt.

The counsel for the captors takes this occasion to express his sincere satisfaction with the kind and complimentary terms in which the learned senior counsel has seen fit to speak of his "large labor," "great assiduity," "ability and great fidelity" to the captors; "and of his valuable aid to the other officials connected with the administration of justice in prize causes in this district." As to what he says upon the subject of his compensation, it is quite sufficient that he concedes it to have been such (and no more) as the court allowed, pursuant to the authority and discretion absolutely vested in the court by law.

It would have been more gratifying if the counsel had stated his conviction that the counsel for the captors had fully and fairly earned all that had been or would be awarded him as compensation for his professional service in the prize causes; and the undersigned respectfully suggests to the Solicitor that, upon this point, no imputation should rest upon the honorable court of unwarrantable abuse of discretion, or upon the honorable Secretary of the Navy of an excessive estimate of the value of services which served the court as a guide in attaining its own result.

The junior counsel content themselves with passing in silence the subject of the conduct and compensation of the auctioneer, Simeon Draper; but the senior counsel says that the evidence shows no act affecting his character as citizen or business man; no want of promptness in paying moneys; no want of capacity or fidelity. Upon each and every of these several points the undersigned is constrained to say that he takes a diametrically opposite view of the evidence.

Mr. Draper kept no separate bank account of the proceeds of the prize property. It was all mixed in with his own, and might at any time have been seized by his creditors.

The deposit of a fund so very large, in his own name, even using the puerile disguise of the words "in trust," was certainly not the act of a

cautious business man, if it was that of an honest one. That he did not promptly pay the fund when demanded is fully proved by witnesses and written papers of demand, notwithstanding the statements to the contrary of himself and son and clerk. Day after day and week after week he retained large amounts of these moneys upon frivolous excuses, in spite of incessant demands for its payment by the marshal; and this was not the act of a faithful man.

That it was his habit to make fictitious bids at auction sales, thereby running an eager purchaser up beyond the fair price of the article sold, and thus committing a fraud upon him, and bringing the government sales into disrepute, is proved by the young man's confessions, as well as by other testimony; and this was not the act of an honest man, or of one whose "skill tended to promote the interests of the government."

In one case, sworn to by O'Donohue, it appears that Mr. Draper allowed a reclamation without the assent or action of any government official whatever, solely on his own responsibility; and it appears that he favored and urged with persistent pertinacity the first reclamation which was made in favor of a purchaser of prize property, and this may be regarded as the "*causa sine qua non*" of all the irregularities and frauds in such proceedings which succeeded.

The learned counsel says that Mr. Draper charged for his service the usual and customary commission. This is incorrect, for this—that the commission paid to auctioneers for the sale of merchandise of ordinary amounts, and in the ordinary way, in ordinary times, cannot lay the basis of a custom for a commission on prize sales of enormous amounts in time of war, and where the auctioneer has no care, no custody, no responsibility. It is neither proper nor just to speak of a *customary* commission for such a service.

There has been nothing like a precedent in our community to establish such a custom. The truth is, he charged and retained an enormous and wholly unwarrantable, unprecedented, and exorbitant commission; a commission so utterly disproportioned to the trifling service performed, that it was in very truth nothing short of an imposition—a shameless imposition—upon the navy pension fund and the naval captors, of more than three-fourths of the large sum retained. And when we think that the continuance of that imposition, operating upon the very large amount of prize property in this district yet unsold, would have increased the sum retained by this auctioneer for his service, to an amount not much, if any, short of *one hundred thousand dollars*, we cease to wonder at the desperate efforts made by him and his friends to coerce all parties into tame submission to his exactions, and the unworthy means resorted to by him and them to wreak revenge upon all such as could not be induced at his or their bidding to disobey the instructions they had received from their superiors, to violate their official obligations, and quietly to assent to the perpetuation of his extortions.

But this is not all. The learned counsel seems to think, that, as the law has now stepped in and made provision for the employment of the auctioneer and his compensation, this investigation has nothing now to act upon in the matter of this wrong, so far as Mr. Draper is concerned. Not so. It has been truly said, that one great purpose of this investigation is to ascertain what has become of the proceeds of the prize property. The testimony shows that Mr. Draper now has in his hands a sum amounting to nearly $3,500, belonging to the navy pension fund and the captors; that he has retained this amount as his claimed 2½ per cent. commission out of the proceeds of sales made by him *after the consent for its allowance* no longer existed; that its allowance at any time was based solely upon consent and the taxation of the court; that the consent ceasing, the court *has refused the taxation;* and this sum, although demanded from him by the marshal, he has

refused and now *refuses to return.* How, in the face of this, can counsel seriously assert that there is nothing disclosed by this investigation militating against Mr. Draper?

As the counsel representing the interest of the captors in these causes in which this money has been thus retained, the undersigned respectfully asks, if it comes within the sphere of the official duty of the Solicitor of the Treasury, that instructions may be given to the district attorney, forthwith, to take such steps as may be requisite to enforce the return of this money.

To the animadversions of the learned counsel on the course pursued by Mr. Sedgwick upon the several matters to which he alludes, the undersigned has no desire to advert. It was not his intention or inclination to disclose the facts upon which the censure of the learned counsel has been passed. They were drawn from him in the course of the investigation, and being germaine to the subject of inquiry, he was not permitted to be silent. He must, nevertheless, be allowed to say, that however well deserved the censure may be that has been bestowed for the causes set forth in the brief of the learned counsel, in the judgment of the undersigned, the censure merited by the same gentlemen, and not bestowed, for a cause not adverted to in his brief and yet fully disclosed in the testimony, is far, very far greater.

This same gentleman, in violation of positive instructions from the Secretary of the Navy, himself wholly destitute of all practical knowledge of the subject, draughted, and caused to be passed into a law, on the last day of the session of the last Congress, under the operation of his previous question, which cut off all amendment, debate, or inquiry, (having previously poisoned the minds of members of Congress by his assertions of frauds and robberies in prize proceedings, until they became convinced that *any law must be a reform,*) an act concerning adjudications upon captured property which is a disgrace to the statute-book, and which, for the numerous causes set forth in the testimony which has been given on this investigation, is destined to create confusion, complication, and endless expense until it shall be repealed.

The undersigned would have been glad to conclude without allusion to the origin or direct motives of this investigation. In justice to himself, however, and to those whose interests are joined with his, he does not feel at liberty to do so. He begs to say most sincerely, in the outset, that to the learned counsel, one and all, who have represented the committee in this investigation, he attributes no unworthy or dishonorable motive, and the professional amenity and courtesy with which they have faithfully performed their duties is worthy of all praise. He desires also to add, that there is no reason disclosed by the evidence to induce belief that any person composing the committee, other than the chairman, by whom it was constituted, had any reason to suspect that the call for this investigation originated in any other motive than a desire to eradicate existing evils and to promote the public good.

The testimony has proved that until the opposition arose to a continued compliance to the exorbitant impositions of Mr. Draper, the auctioneer, no complaints were ever heard of the character of those set forth in the document signed by Moses H. Grinnell, as chairman of this committee; that the information upon which these statements were made, all came from Draper; that Grinnell procured the employment of Draper, as auctioneer; that Grinnell urged the district attorney to take such action as should insure the prize sales to Draper, with a commission of two and one-half per cent; that Grinnell is the personal, intimate friend of Draper; that after Grinnell had been informed that the Secretary of the Navy objected to the allowance of this enormous commission to Draper, and after he had become apprised that the district attorney had been instructed by his official supe-

rior, the Solicitor of the Treasury, to oppose the continued allowance of this enormous commission, he went to the district attorney and urged him to violate his official duty, to disregard and disobey his instructions and consent to such allowance; that to induce him thus to violate his duty and disregard his instructions, he furnished him with a certificate, signed by himself and others, stating that two and one-half per cent. was the customary commission paid to an auctioneer for the sale of merchandise in New York; that one of the gentlemen (Mr. Minturn) who signed this certificate (and probably the others) was not aware to what it was designed to apply, nor apprised for what purpose it was obtained; that so far from the truth is the statement of that certificate, that a gentleman of large experience, called as a witness from the insurance office of Mr. Grinnell himself, swears that *one-half of one per cent.* would be the extent of a fair, reasonable, and customary commission paid to an auctioneer for performing the precise service performed by Mr. Draper, as detailed to him by the Solicitor, and his evidence is fully corroborated by that of other witnesses; that when the efforts of Mr. Draper and of Mr. Grinnell proved unavailing to coerce the further allowance of this extraordinary depletion of the proceeds of prize property, then, and not till then, was heard the outcry of frauds and corruption, of robberies and peculations, and fraudulent reclamations; then, and not till then, were the ears of the Secretary of the Navy assailed with charges from Draper and Grinnell against the government officials connected with adjudications and sales of prize property; then, and not till then, were the newspapers resorted to to fill the public mind with poisonous suspicions that the captured property in this district was being absorbed by the ravenous spoliations of a set of hungry vultures, land sharks, and robbers; and then, and not till then, did Mr. Grinnell, under the advice and with the assistance of his friend Mr. Draper, constitute his committee of merchants (who never met and never organized, and never saw the written statement of charges signed by him as chairman of the committee) to originate, direct, and control this investigation.

This statement is enough. The testimony establishes the truth of every word of it No comment can render more apparent, or place in broader or clearer light, the impure and unworthy origin of this investigation, or the utter turpitude of the motives of those who set it on foot.

Notwithstanding this, the investigation may be, and it is devoutly hoped it will be, productive of much and lasting good. It has disclosed clearly and fully the true causes which have tended to enhance the costs and expenses incident to prize adjudications and sales in this district; it has disclosed clearly and fully the difficulties and embarrassments which surround adjudications upon captured property under our existing laws; and heaven grant that our national legislators will deign to be instructed by the lessons it will teach them.

All which is respectfully submitted.

FRANCIS H. UPTON.

IN RE.—THE EXAMINATION OF MATTERS RELATING TO THE MANAGEMENT OF PRIZE CASES IN THE SOUTHERN DISTRICT OF NEW YORK.

The merchants of the city of New York who have called the attention of the government to the management of prize matters at this port, now at the close of the examination ordered, beg leave to suggest to the Solicitor of the Treasury certain impressions made upon them by the testimony which has been brought before him.

First. That it has seemed impossible to get from any officer more than an approximate valuation of the prize property brought into this port.

Whether the amount guessed at by the officers should be considered satisfactory as a basis for calculation, or satisfactory as showing a knowledge of the trusts committed to their charge, is a question for the Solicitor to determine.

Second. That there seems to have been great delay in bringing cases to final decree, thereby incurring expenses which in many instances have, in bills for storage, insurance, costs, &c., more than eaten up the whole property; and where this has not been the result, it has at least been a grievous tax upon the captors. They would further suggest, upon this point, that this evil seems to still exist, without any prospect of its discontinuance.

Third. They feel that the expenses to which prize property is subjected is enormous and without precedent.

A. The marshal states, in his testimony, that no bill rendered is paid until examined by him, and then, after such examination, if allowed, is taxed by him as a disbursement; and that he has never been satisfied with any bill presented, but has invariably had to deduct from the amount claimed. Yet we find him still employing the same warehousemen as at the first, and, on examination of his bills, find allowances for storage astonishingly in excess of the usual and customary rates; and it also appears that the storekeepers thus favored with a monopoly of the government business have been favored in respect to purchases made by them and their connexions, and, although they have dealt with the prize property in a manner which they decline to explain, they still retain the confidence and patronage of the marshal.

B. It is proven, in the matter of insurance, that it now costs the marshal at the rate of sixty per cent. per annum for insurance, and has never exceeded one per cent. per annum; yet it appears from the bills examined that he has charged prize property in some instances at the rate of one per cent. for ten days, in others at the rate of six per cent. per annum, and at other rates not accounted for on any basis yet shown.

C. It also appears that a counsel for captors was appointed in this district, at very great expense to the captors, to do the work performed by the district attorney of every other district in this country—an officer heretofore unknown in any courts in like proceedings. We are happy to believe that he has done his work with great ability. But why charge the captors for assisting the district attorney in his duties, especially when it is shown that this did not protect them from another invasion from a member of Congress in the shape of a claim for the argument of prize causes in the Supreme Court at Washington?

D. It will also be perceived that it has been difficult to ascertain the basis upon which the district attorney has made up his bill of costs It was asked, but a satisfactory answer has not yet been given. It is certain, however, that in very many, if not the majority of, instances they were *seriously* reduced by the court, showing, by the extent of the reduction, that they were made up on a principle unknown to the court.

E. The only question in respect to the costs of the counsel for captors to which we have a right to question his action in making up his costs, is as to what is meant by net amounts paid into the treasury, he claiming that it means the amounts paid into the treasury before deductions for costs, expenses, &c., and we claiming that the amount of his per-centage is to be calculated upon the net amount deposited for distribution. If we are right, it will appear that the captors are overcharged for the costs of this officer.

F. It will also appear, we think, in this matter of expenses charged against the captors, that a large amount realized from their hard-earned prizes goes into the hands of the general government to sustain their officers in the per-

formance of duties not pertaining to prize matters, and in paying the expenses of their offices. This, we submit, is a grievous charge upon captors, and a burden which should not be borne by them, but by all citizens equally.

G. There is another question which we submit to you for consideration. It appears that, notwithstanding the provisions in regard to prize commissioners as to their services, they have acted as referees in reclamations, and have received fees for such services; in one instance, the sum of $100 for very slight services. It is a question of some importance whether this employment is consistent with their position as prize commissioners.

Fourth. After thus expressing our views generally of the manner in which we think cause for inquiry exists, we beg to call the attention of the Solicitor to the effect had upon certain cases brought to his attention by the present method of procedure.

We begin with the case of the Ann, and Ward & Gore's application for reduction. The facts before the Solicitor show:

1. That no notice was given to the district attorney or counsel for captors of either the application to the court for reduction or of proceedings before the referee, and that the whole proceeding was *ex parte*.

2. That no witnesses were summoned by the prize commissioner, (Mr. Owen,) who simply examined those produced by the petitioners, and, accepting their evidence as conclusive, reported in their favor.

3. That the three principal facts upon which the application for reduction was based were really not true, viz:

a. That no announcement was made by the auctioneer that reclamations would not be allowed.

Vide petition and deposition of Ward & Gore. Contradicted by S. Draper and John H. Draper.

b. That the property was badly damaged.

Contradicted by J. J. O'Donohue, (see affidavit attached to papers now in the hands of the Solicitor,) and by Sheffield, the purchaser of the tea, and by Sturges, Bennett & Co., purchasers of the coffee.

c. That the tea would not sell for more than 35 cents per pound on the 17th of December, and the coffee for more than 20 cents per pound.

They are contradicted by Sheffield, who shows that the tea in question was actually sold to him, before the application was made, at 43¾ cents per pound net, cash, as it was.

The allowance in weight previously made by Root & Connel gave Ward & Goré a profit which about made up the difference between the price *bid* and the price at which they sold.

They are contradicted as to the coffee by Sturges, Bennett & Co., who purchased it at 26 cents per pound a few days after the reduction was obtained, *coffee not having risen* in value in the mean time.

4. That the weight returned by the weighers acting for the government was less than that returned by the weighers employed on the sale by Ward & Gore, to Sheffield and Sturges, Bennett & Co.

5. That the order allowing a reduction was revoked, on application of the district attorney and by consent of Ward & Gore, March 14, 1863; that no proceedings have been taken since that time, and that Ward & Gore have not paid the full amount of their bid, but have received and disposed of the property and received the proceeds.

From these facts we submit the following inferences:

1. That the granting the order of reference to the commissioner upon an *ex parte* application was not in conformity with the ordinary or proper course of judicial proceedings.

2. That the same remark applies to the proceedings before the prize commissioner—not hereby intending to impugn in any degree Mr. Owen's

integrity so far as motives or intentions are concerned. There can, we think, be no doubt that he acted throughout in good faith and with entire honesty, but we submit that no sufficient reason has been shown or suggested for the departure from one of the primary rules which should govern judicial proceedings, *i. e.*, that all the parties who are interested in and bound by the proceedings shall have notice.

3. That Ward & Gore were guilty of misrepresentation in obtaining the reduction, and their refusal to appear and explain the transaction must be considered an inability to do so.

4. That it was the duty of the district attorney, upon being informed of this fraud, to take immediate measures to set aside the order for reduction; and we think that this duty was not ended by a simple revocation of the order granting the allowance, but should have been continued to a final determination of the matter. We also think that the marshal should *at once*, on discovering the fraud, have taken measures to compel Ward & Gore to pay the balance remaining due upon their purchase.

We will next refer to the case of the schooner J. W. Wilder, mentioned in the communication of the committee to the Solicitor:

Here 613 bags of coffee were sold at auction to one Harris at 21½ cents per pound. The marshal, however, without resale, ordered its delivery to another person named Noyes at 19 cents per pound.

No explanation has yet been offered for thus setting aside a judicial sale by a ministerial officer at a price arbitrarily fixed far below its market value in sale overt, subjecting the government and captors to the loss.

And again, in the case of the Stettin, it appears that $80,000 worth of goods were bought by parties who did not take or pay for them; that the goods were resold at a loss, and no effort was made to enforce payment of the original bidders either before or after resale.

In the sale of this vessel's cargo it also appears that Mr. George Newell, father-in-law of Mr. Gore, one of the storekeepers, bought a quantity of coffee at 27½ cents per pound, sold it to Sturges, Bennett & Co. at an advance, and then obtained from the marshal a reduction of price to 20½ cents per pound.

In the order of the marshal to the auctioneer he stated that the district attorney, prize commissioners, and counsel for the captors, assented to the reduction, but the district attorney, counsel for captors, and one of the prize commissioners, swear positively that they were not consulted, did not assent, and knew nothing of the transaction.

It appears also that in this transaction the marshal deliberately set aside the contract made at the judicial sale, and of his own volition and without authority gave the purchaser a very large reduction, inflicting a heavy loss upon the government and the captors.

In this connexion we submit that reductions can only be made, if at all, by the court, and any attempt by the ministerial officers of the government to that end is illegal and deserves censure.

There is also in this case great discrepancy in the weight at which the purchaser at the government sale took and that at which he sold.

In the case of the Solidad Cos it appears that a lot of coffee was sold to a man named Underhill, who was a stranger to the auctioneer and marshal; he paid for his purchase at the marshal's office; it was weighed under the marshal's direction, and was returned as weighing very much less than what was proven to be the average weight of bags such as those sold.

The facts in the case of the Troy do not call for comment. The papers submitted and the testimony of the officers called before the Solicitor will enable him to judge of the propriety of charging costs against the claimant.

It should be borne in mind that the committee had but short notice of the in-

vestigation, and little time allowed for preparation; they could, therefore, only call attention to the cases which had been brought to their notice. This they have attempted to do, believing there were errors to be corrected. If the few cases to which attention has been called shall lead to reform in the management of prize cases, and inure to the benefit of captors, they shall feel abundantly compensated for the trouble they have had.

Respectfully submitted.

JNO. C. T. SMIDT,
S. J. GLASSEY,
Of Counsel for Committee.

BEFORE THE SOLICITOR OF THE TREASURY.—IN THE MATTER OF THE INVESTIGATION OF ALLEGATIONS RELATING TO PRIZE CASES.

Brief of E. C. Benedict, counsel for Messrs. Ward & Gore, warehousemen, in reply to Messrs. Smidt, Glassey & Kirkland, counsel for the committee.

Mr. Draper was provost marshal general of the United States; he was also auctioneer of prize property.

He claimed and deducted for his services as auctioneer five times their commercial value. He took $30,000, while he was entitled to only $6,000, which latter sum was a compensation for his actual labor ten-fold larger than that of the President of the United States.

Mr. Elliott, a prize commissioner, and Mr. Upton, counsel for the captors, thought the $30,000 too much to be deducted from the moneys of "the brave men who are exposing their lives in our cause, and whose interests are confided to the officers of the government," and took measures to have it reduced. This gave great offence to Mr. Draper, who, thereupon, as provost marshal, threatened to send these officers to Fort Lafayette. As auctioneer he sent them word, that if they would let him alone, he would let them alone. They did not, however, let him alone, and the auctioneer's fees were reduced.

The prize commissioner and the counsel for the captors were not, however, sent to Fort Lafayette. But a committee of merchants of the highest character was selected by Mr. Draper, and were informed of a long list of alleged flagrant abuses and frauds, and induced to lay them before the Secretary of the Navy, which brought on this inquiry before the Solicitor of the Treasury on a statement of those charges more carefully prepared and signed with much solemnity by their chairman.

Mr. Draper did not openly appear as the accuser, but it soon appeared that the whole was his accusation. These remarks are necessary as showing the bias of witnesses.

None of the accused have offered any witnesses whatever.

The accusers have called all the officials and their deputies as witnesses against each other, and these witnesses have answered all questions freely.

The recoil of the attack is certainly very singular. Mr. Draper, the accuser, and Mr. Grinnell, the chairman of the committee, are the only persons who on this testimony appear to have taken more than their share of the money "of the brave men who are exposing their lives in our cause," each of them having taken, in fact, from that sacred fund five times the amount which he ought to have taken according to testimony taken in this investigation.

I cannot go over these charges nor the testimony in detail. I confine myself to those parts of the testimony and briefs affecting Ward & Gore.

The only witnesses who have anything to say to their prejudice are the two Messrs. Draper, whose unfriendly bias against them is quite evident. I shall first notice the attack upon their stores.

I. It was testified by Mr. Draper that the goods were badly exhibited for sale, because Ward & Gore's stores were low, confined, and dark, and not proper places to sell in; Wheeler's being better.

This attack upon the stores of Ward & Gore was necessary to give color to the charge that those warehousemen had advantages beyond other purchasers; and to the other charges that they were the principal purchasers at those sales; buying most of the goods; and deprived the sales of all credit, and that this kept away respectable and responsible buyers, leaving a clear field to Ward & Gore, who were irresponsible men of doubtful character, whose bid it was not safe to take, and had sometimes been refused by the auctioneer; and all those were to be the foundation of an attack upon the officials for negligence or collusion and consequent loss.

The proof is beyond all dispute as to the fitness of the Union stores of Ward & Gore for prize stores above all others.

The stores of Ward & Gore are situated in the water—deep water—near the ferry; they are accessible from every direction; they are together 100 feet wide, and 310 feet deep, and four stories high; well lighted on three sides, and by skylights in the roof and floors; they are insurable at the lowest rates; they have a bulkhead 100 feet wide, and a pier projecting into the water 400 feet, all the private property of Ward & Gore, the lessees; so that many vessels of large class can lie there and discharge their cargoes at the same time; and the goods are transported from the ship to the store on horse cars, on an iron rail track running into the store with continuous rail tracks through the stores into the lofts; forming the largest, most complete, and most accessible warehousing establishment in the country, for which they pay a rent of $12,000 per annum.

The only stores which come in competition with them are Mr. Wheeler's stores, the favorite stores of Mr. Draper; these are smaller stores, 100 instead of 310 feet, fronting inward on the Atlantic dock, (of which Mr. Wheeler has no control,) with no piers, and a quarter of a mile from the ferry, and accessible only by boats, except by a long distance around the docks, say a mile; the access for purchasers after walking a quarter of a mile is by a small rowboat across a water entrance of some 200 or 300 feet wide, looking northward, and in westerly or northerly weather exceedingly uncomfortable and sometimes dangerous.

II. When Mr. Draper testified that Ward & Gore had been the principal purchasers of prize property, he was requested to bring from the books a list of their purchases; he did so, with the mortifying statement that he was mistaken; that they had purchased but a few goods at only five sales.

III. This substantially disposes of the charge that the sales were discredited and abandoned, and it is also fully proved by other testimony that the sales have been always fully attended by large companies of purchasers, actively competing, and that the goods have brought large prices. It is only true, that large monopolizing houses have not been able to buy as they desired because other purchasers, strangers to them, outbid them.

IV. The respectability, responsibility, and credit of Ward & Gore are no less clearly proved, notwithstanding the suggestion of Mr. Draper (doubtless with a view to prevent goods being sent to their stores) that goods were improperly taken from them; in consequence of which suggestion detectives were employed by the marshal to watch the stores, fruitlessly, but

none the less unworthily, placed there without the knowledge of Ward & Gore.

V. The refusal of the bid of Ward & Gore, by Mr. Draper, is part of a brief story which must be told in detail as showing very broadly the *animus* of Mr. Draper.

On the second sale of the Stettin's cargo, Ward & Gore purchased some goods. The universal practice was, then, to make a deposit on account of the purchase. They deposited $2,000 payment on account, nothwithstanding the large indebtedness to them for storage of that very cargo.

It was Mr. Draper's duty to collect the bills. He did not, however, send to Ward & Gore for the balance for a few days. The goods had not been delivered. Delays in little bills kept large moneys in his hands; after a few days Mr. Ward stepped into Mr. Draper's office with the bill and his check for the amount. They took the check, but after a moment, handed it back, with the statement that they believed they were selling those goods as unclaimed goods that very morning, and that they were doubtless sold; and it appears that Mr. Draper had informed the marshal that those goods were unclaimed, and, on a notice of that morning only, they were put up for sale as unclaimed goods, and sold to a little gang who went over with Mr. Draper, at a sacrifice of a little less than $1,400—a loss of that amount to the fund "of our brave men who are exposing their lives in our cause."

When the sale was about to take place, Mr. Gore, who was present and had then first heard of the intended sale, naturally indignant, made quite a scene about it. He protested verbally and in writing against it, as an outrage to which he would not submit, (*vide* his protest,) and declared he would not deliver the goods on such sale. Mr. Draper said if it depended upon him, they would be delivered if it required a file of soldiers; and the sale went on. Mr. Gore then attempted to protect the goods by bidding on them, but Mr. Draper refused to take his bid, (which is the refusal of the bid referred to,) and the goods were sold to others—perhaps the Jenkins, and Lovejoys, and Woods, and other pets or myths of Mr. Draper, whose names do not appear on his memorandum of the sale put in as an exhibit, (Exhibit U.) There is no complaint that as against them he played Peter Funk and run up the goods as an under-bidder.

VI. The case of the reclamation on the tea and coffee by the Ann, purchased by Ward & Gore, does not deserve the criticism made upon it. Properly looked at, it has not an "ugly look;" it is in all respects fair.

1st. As to the purchase, Ward & Gore had the right to purchase. Mere warehousemen, they had as much right to purchase at an open auction as any one else. That they, not being dealers, so purchased, and that the most of those prize goods were bought by irregular operators, to the great chagrin of the heavy regular dealers, who naturally, by means of their heavy capital, expected to monopolize the great bargains, is one of the causes of attack upon those sales, which are now proved to have been well attended with active competition and full prices, and also upon Ward & Gore, who had been falsely represented by Mr. Draper as being the principal purchasers, and as having bought most of the goods.

2d. They bought the goods as sound; the coffee was mentioned in the catalogue as "a part slightly damaged," the tea without any such reservation. Ward & Gore testify before Mr. Owen that both were sold without any warning or any condition that there should be no reclamation, and there is no such condition in the catalogue. Mr. Draper, I believe, says the sale was subject to such condition; we have many evidences that Mr. Draper may be mistaken.

On examination after the sale, the tea proved old and damaged and musty, and the packages were in bad order, and the coffee proved to be full of

black, damaged and broken grains, so bad as to be unfit for the general market, only fit for roasting and grinding for sale, by which process bad and good are made to pass alike; it had been wet with sea water or bilge water and dried.

Both were evidently poor articles, intended to be sold without examination to rebels, who would snatch at anything bearing the name of tea and coffee.

It is idle to say there should be no reclamation in goods shipped and packed as blockade goods are, for cheating purposes, like the rice which proved to be half dirt—packages invoiced as forty pieces found after the sale to contain but thirty-six—pieces invoiced as containing forty yards, when all except the top pieces contained but thirty. In some such cases the public officers assumed the discretion to make a proper allowance to several purchasers.

The same was done in instances of clear misunderstanding, as in the rice bought by Ward & Gore.

Goods had usually been sold by the existing parcels, the bag, the bale, &c., but when some unhulled or paddy-rice, in bags of about two bushels, was put up by the bushel, it was bought by Ward & Gore, as they supposed, by the bag, they thus bidding twice the value; they asked to be relieved from the mistake. In all such cases there must obviously be an allowance, or the sale must be rescinded. There was, however, a means of correcting the mistake; the rice had been appraised by sworn appraisers; and Ward & Gore consenting to take it at a small advance on the appraised value, they were allowed to do so. It would have seemed like a hardship to have required them to employ counsel and apply to the court and go through the expense of a reference to correct so obvious a mistake.—(*Vide* Exhibit B.)

The principle on which all such allowances are made is that practically there has been a misrepresentation or misunderstanding by which injustice is done, and equity will always give a remedy.

But to return to the tea and coffee. Ward & Gore had bought (to sell again) goods as sound, which on examination proved to be unsound, to the extent of ten cents a pound; they claimed a just allowance; they openly represented their case to the counsel of the captors, who told them they should apply to the court by counsel. They did so, and the matter was by the court referred to Mr. Owen, one of the prize commissioners, a most discreet and reliable counsellor, to take proofs and give his opinion, which he did in the usual manner, and made his report recommending the allowance on proof of the clearest character; and on hearing, on notice to the district attorney, the only representative of the property, served on his deputy in charge of the business of his office, the court approved it and made the allowance. As a judicial proceeding it was entirely regular.

The price was accordingly, by order of the court, reduced, and the goods were delivered and paid for at the reduced price about the 20th December, 1862, through Mr. Draper. The matter was *res judicata*, and the judgment was executed.

This allowance was not then complained of, nor until after the auctioneer's commissions were objected to. It was then said by Mr. Draper that Ward & Gore had, before applying for the allowance, sold the tea and coffee at such a profit that they were not entitled to an allowance. This was not so; no sale whatever of the coffee was ever negotiated till long after the allowance was made, and then only at a price by which they must have lost more than two thousand dollars if there had been no allowance. Of the tea, they had negotiated a sale, (not at a profit, but at a loss of several hundred dollars,) but it was neither delivered nor paid for, in whole or in part, and they feared it might be left on their hands when the quality should be fully discovered, as perhaps it would have been, had not the purchasers had an

order for it in Baltimore; the chests to be covered with new matting, giving it the appearance of new packages fresh from China. Doubtless the next sale of it was in rebeldom at three dollars a pound. None of these subsequent transactions have any relation to the question of allowance.

Can there be any two opinions as to what was the true measure of the allowance? It could be nothing but the difference in value between the sound articles which they bought and were entitled to have and did not get, and the unsound articles which were actually sold, and that difference was the sum actually allowed by the court; and if it resulted in their making a profit, they were justly and legally entitled to the profit as they were to the goods. They bought the goods to sell at a profit. They bought the possible profit. Whether they should make that profit or not, could not affect the question of the allowance; they could not have been entitled to any greater allowance if they had lost thousands by their operation, and they would be entitled to the same allowance if they should thereby make thousands.

The attack of Mr. Draper upon the officials induced the district attorney to apply to Ward & Gore to consent to have the matter reheard; whereupon they consented to an order vacating the decretal order granting the allowance, on the express understanding that their consent should not be interpreted as an admission of any irregularity or impropriety, they insisting that the allowance was just, and that the petition, the order of reference, the testimony, and the report of Mr. Owen should stand subject to further proof and examination and another order of the court.

The matter, then, is now pending in court with Mr. Owen's report on the abundant proofs in favor of the allowance, and with the right of Mr Smith to produce further proofs and be heard before the court, where alone the matter can be re-examined with any propriety. The engagements of all parties sufficiently excuse the delay hitherto. The matter will doubtless now proceed. The idea that the allowance was abandoned, or that the marshal should have collected it, or charged it to Ward & Gore as a thing settled without further proceedings, I cannot conceive to be seriously entertained by any one.

VII. As to the bills of Ward & Gore for the use of their stores, wharf, and pier, which are not mentioned in the committee's allegation, about which there is no specific proof, and which Ward & Gore declined to bring before the Solicitor because they were in litigation before the court, I must say a few words, because the counsel for the committee have called the attention of the Solicitor to the matter.—(*Vide* their letter to the Solicitor.)

A prize case has no resemblance to a suit at law, and it requires officers and proceedings found in no other litigation. Of these peculiarites I need refer only to those affecting Ward & Gore. The property must be peculiarly kept, and is often subjected to examination and handling, which requires safe and spacious rooms in which to manipulate it; the vessel, often of a large draught of water, must lie at a wharf; it must be discharged of its cargo, for vessels and cargo are often subject to different judgments; this discharge must be upon a wharf; the cargo must be then stored in safe storehouses, and must be kept in distinct parcels, for one consignment may be restored and another condemned; the cargo must be examined, *first*, to ascertain its character; and *second*, its condition, and sometimes it is spread over the floors for weeks to dry; *third*, it must be handled to repair it and put it in order if need be; *fourth*, it is necessary to appraise it and inventory it, two separate appraisements; *fifth*, to arrange it and catalogue it for sale; *sixth*, properly to exhibit it, and distributively and accessively, that purchasers may examine it; *seventh*, there must be a spacious and accessible salesroom to accommodate a miscellaneous company of pur-

chasers of a large cargo of assorted goods, calling for extra laborers and watchmen for the safety of the property, and all these accommodations must be in the same place, else the expenses of handling, and carting, and damages in transporting from place to place will be too great a charge upon the proceeds; *eighth*, as the property is often in bad order, the warehousemen are often requested, and sometimes required, to cause it to be put in order; *ninth*, there is the mere storage to be provided—that is, space enough for each article to lie, the space of its mere bulk, and the keeping it safely, and being responsible for its safe delivery. This mere storage—that is to say, ordinary charges for the proper space of its size, and the simple labor of taking in and putting out—is measurably regulated by usage, (and "if more space be taken, the price is proportionably increased;" "the rate depends on space and time,") and is connected with the inflexible condition in commerce that the storage must be paid before the goods are removed; so as to simple wharfage—the lying of a vessel at the wharf—it is fixed by law and usage, and is payable within 48 hours after the vessel is moved; and if not so paid, it is by law doubled, and made a lien upon the vessel.

All the other eight services must, of course, depend upon the facts in each case, and cannot possibly be regulated by usage, and they are shown to have existed in the Union stores; and the wharfage and storage in prize cases are subject to the condition that they are not a lien upon the property, but upon the proceeds, and are payable, not when the property is delivered, but when the court shall order payment to be made, sometimes not till after the decision in the appellate court, a lapse of years; and if the property should be restored without costs and damages, then the court would be without a fund to pay from, and an application to Congress might be necessary.

In the stores of Ward & Gore it is shown that many cargoes have been stored, often necessarily occupying many times their bulk. Sometimes a whole loft, not a quarter filled, is sealed up by the officials, and exclusively kept; often all the nine services before enumerated have been rendered. Bills have been rendered for their charges, including these services, under the head of storage, besides labor and repairs. Objections have been made to them by the marshal in some instances not specified; they have been referred to experts; and in some instances not specified for present payment, deductions have been submitted to, but always with the protest that they are entitled to be paid their full and just demands. In several cases they have applied to the court to have their bills audited and allowed under the law which authorizes such a proceeding, and such suits are now pending and undetermined.

Their bills not being referred to in the charges for investigation, and the prosecutors declining to call them as witnesses, they declined to offer themselves with other witnesses, because this would thereby submit to an extra-judicial trial controversies pending before the court where they must be tried, and where judgment and execution can follow a decision.

It is alleged in the briefs that Ward & Gore bought goods in the names of other persons. I know of no such proof. It is said they received unusual favors in the purchase of goods. I know of no such proof, but rather quite the contrary.

Their bills of storage are called "excessive, astonishingly beyond the usual commercial rates;" "ought to be reduced seventy or eighty per cent." What bills? What rates, what cases, do they refer to? There is nothing in the testimony to justify such remarks. Furthermore, the gentlemen cannot be ignorant that the dispute is not concerning the usual commercial rates of mere storage, but the peculiar, special, and highly expen-

sive and meritorious services of Ward & Gore in relation to prize property on their premises. If they are not to be paid what the court on full hearing will say is a reasonable compensation for the extraordinary use of their property, instead of being desirable, it would ruin them; they could not pay expenses. It is said that they are still in the confidence of the marshal; yet there is no proof that they now are or ever were in the confidence of the marshal, or improperly in the confidence of any one. Prize goods are said to be divided about equally between the Union stores and Wheeler's stores. There is no proof of favoritism in the matter.

I beg leave to apologize for the length of these remarks. I have not had time to make them short. I hoped it would not be necessary to say anything; but finding in the briefs of the counsel for the committee, as it seemed to me, a disposition to deny the common rights of the citizen to Ward & Gore, gentlemen who are as respectable, and responsible, and as careful of their character, and as sensitive to reproach as any of the parties who attack them, I have felt constrained to reply.

Notwithstanding my great respect for my learned brethren, I must say that they seem to insist that Ward & Gore should be censured, not on the grounds that there are proofs against them, but because they did not offer themselves to prove that they had done no wrong.

I venture, in closing, a remark in relation to the delays which have been the subject of comment and censure in England. Delay is an inevitable incident to contested litigation whenever there is any care to do justice. There should not be undignified haste in cases which may involve nations in war, and settle principles of international conduct for all time.

I have taken the trouble to run over the cases heard on appeal in the British prize court early in this century, reported by Acton. In many cases the reports contain no dates. An examination of all the cases where the length of the delay appears, being some twenty-eight cases, shows that the shortest time was more than two years from the capture to the final distribution. Several are three, four, five, six, seven years, one eleven years, and one twenty-one years.

When the delays in our courts are like these, we will ourselves unite in the censure.

E. C. BENEDICT,
Counsel for Ward & Gore.

JUNE 5, 1863.

IN THE MATTER OF THE INVESTIGATION INTO PRIZE CASES, &C.

JUNE 8, 1863.

SIR: The undersigned have this day seen the "statement" with regard to insurance filed by Mr. Murray, the United States marshal for this district, and the points of Messrs. Upton, counsel for captors, and Benedict, counsel for Ward & Gore.

The statement of the marshal, they beg leave to say, should not be received or considered at all. It was distinctly understood at the last meeting before you that the marshal's statement should be presented before we filed our argument. We waited for it until three o'clock on the last day allowed us, and, it not being filed, concluded that the marshal had nothing to say on the subject, and presented our argument on the case as it then stood. Subsequently, and after having an opportunity to examine our points, the marshal has filed, not only his own "explanation," but an *ex parte* affidavit made by Mr. Cashaw, which flatly contradicts his sworn statements when examined before you.

On his examination before you he stated that the rate of insurance on open policies was one per cent. per annum. In the affidavit now presented he says it was one per cent. for three months, *or any shorter time*, and that the plan of insuring by open policy was continued until April, 1863, although he said on his examination that it was discontinued after three or six months' trial. Such a mode of introducing testimony must inevitably, if tolerated, defeat the object of the investigation.

We feel bound to protest against its admission; but if admitted, and regarded as true, (notwithstanding its intrinsic improbability,) we say that it proves conclusively that the marshal adopted a plan, and paid prices for insurance, which ought not to be approved, but which should be reprehended in the strongest terms.

By the evidence taken before you it would appear that he had been guilty of a gross fraud in the matter of insurance in paying one per cent. per annum, and charging from two per cent. to *thirty-six per cent.* per annum.

By his "explanation" it appears that the insurance company received this benefit instead of himself. This, if true, is no defence. He was, by his own confession, guilty of *negligence* of such grade as to amount in the eye of the law to *fraud*.

Had it been claimed or pretended while the investigation was proceeding, that prize property could not be insured at a less rate than *four per cent. per annum*, the pretence would have been conclusively rebutted.

The suggestions that the property could not be insured at proper rates because its character was not known, &c., are conclusively shown to be false and specious by the fact that the insurance was made upon *goods in store*, and upon discharging into the store their true character must be known.

In reviewing the briefs submitted by Messrs. Upton and Benedict, we observe with regret that the spirit of liberality and fairness in which we examined and treated the case, although acknowledged, has not been fully reciprocated.

With regard to delays in court, we must say that no such false delicacy as is referred to by the counsel for the captors restrained us from animadverting upon the singular course pursued by the circuit judge.

We refrained from comment because the judge had no notice of the proceedings, and because we believed that no argument could strengthen the convictions which must result from a simple statement of the facts.

The burden of the arguments of both the counsel for captors and of Ward & Gore is simple abuse of Mr. Simeon Draper.

As to all that is said about him we will only observe—

First. That he was not an officer of the court; that his services were proved to have been of great value; that his compensation was fixed by agreement with the marshal, and approved and allowed by the same authority to which Mr. Upton so frequently and so defiantly appeals in vindication of of his charges, viz: the judge of the district court.

Second. That there was no charge, and there is no proof, of any, the slightest dereliction of duty or fraudulent conduct on the part of either Mr. Draper or his son; that the suggestion that they, or either of them, "bid up" property at prize sales is not sustained by the evidence.

Third. That the unquestionable and undisputed propriety of the investigation, and the important revelations made in it, render any inquiry into the motives of its originators unnecessary and impertinent.

Fourth. That while it is true that Mr. Draper did unquestionably exert himself to bring about an investigation, it is not true that he alone did so. To insinuate that he, and the committee of merchants who have been most prominent in the matter, were actuated by unworthy motives, will injure

only the parties who still insist upon feeling aggrieved at having been subjected to what they admit was a fair and candid inquiry.

With regard to Ward & Gore we will only remark that the statement that they were not called upon by us to appear, and would not volunteer, is *wholly untrue.*

A note was addressed to them by Mr. Glassey several days before you wrote to them, requesting them to attend; they took no notice of it. You requested them to appear upon our motion; they refused.

The "special pleading" entered into on their behalf by their counsel, although elaborate and ingenious, does not, in our judgment, meet the facts proved. It assumes much that is not in proof, and we do not deem it necessary to add anything to our brief, originally submitted, with respect to them.

We have made this additional statement because we consider it due to the committee whom we represented, as well as to ourselves, that some notice should be taken of statements which resemble personal imputations upon disinterested gentlemen, who, from perfectly worthy motives, took part in this important matter.

SAM'L H. GLASSEY,
JNO. C. T. SMIDT,
Of Counsel for Committee, &c.

Hon. EDWARD JORDAN,
Solicitor of the Treasury.

IN THE MATTER OF THE INVESTIGATION BEFORE E. JORDAN, ESQ., SOLICITOR OF THE TREASURY, AS TO PRIZE PROPERTY, &C., &C., IN THE PORT OF NEW YORK, BEGAN MAY 4, AND CLOSED JUNE 5, 1863.

Views of Charles P. Kirkland, who appeared in behalf of the committee of merchants of which Moses H. Grinnell, esq., was chairman.

My only object in appearing before the Solicitor on this occasion was to elicit the *truth*, irrespective of persons, if frauds or errors had been committed, to bring them to light, if none such were discovered, then to learn the course of proceeding, the expenses and the general conduct of the business, so that if, in any respect, there ought to be reforms, the reforms required could be ascertained, and thereafter adopted.

I ought preliminarily to remark that no one can allege that the motives of the committee in asking for this investigation were not highly honorable, patriotic, and humane; and no one who has attended the investigation during the many days it has occupied, or who shall read the testimony and proceedings as recorded by the official reporter, can doubt that the investigation has been useful in a high degree, and will produce results of the most beneficent character.

I. I will very briefly advert to some *general* charges contained in the statement presented to the Solicitor, or appearing otherwise.

1. It is abundantly proved that the prize property has *almost without an exception* produced fair, if not high, prices. This established fact must of necessity do away all suspicions that existed, or charges that have been made in reference to the unsuitableness of the warehouses; the want of opportunity to purchasers for inspection; the want of sufficient notices of sale; undue preference to bidders; and all allegations as to any matters which would directly or indirectly tend to injuriously affect the prices at auction of the prize property.

2. The supposition that vessels and other property were sold at other

than the advertised places does not seem well founded. In one instance a vessel was thus sold, but this is sufficiently explained.

II. As to *specific* charges contained in the "statement," or otherwise appearing, I mention only those which I regard as fully proved, or as presenting, to say the least, very good grounds of suspicion.

1. The reduction in the case of the coffee of the Ann. As the matter stands, the purchasers, Ward & Gore, on the 16th of December, 1862, applied for a reduction, which they subsequently obtained to the extent of some thousands of dollars, when, *in fact, four days prior* to their application, viz., on the 12th of December, they had made sale of the coffee at a price not materially different from that which they bid.

2. The cases of the sale to Smith & Holmes, to Newell, to Harris, and the subsequent delivery to Noyes.

3. The clearly erroneous and apparently fraudulent weighing by Thurber; the erroneous and, to say the least, the highly improper weighing by Root & Caswell.

4. The careful scrutiny that will be given by the Solicitor to the testimony given before him, verbal and documentary, may add other cases of a similar kind.

Here it is proper to remark that the case of the one thousand dollars paid to Martin & Smith, as testified to by Heath, and the case of the two hundred and fifty dollars paid to Gray, (the partner of Mr. Owen,) as testified to by Jenkins, would alone have furnished sufficient *prima facie* ground to the committee for requesting this investigation, while it is at the same time to be frankly admitted that each of these matters was fully and satisfactorily explained, so far as it regards any person *officially* concerned in the prize business.

III. I will succinctly state my views as to the result of the testimony, so far as it affects any of these *official* persons.

FIRST: THE PRIZE COMMISSIONERS.

I frankly say that I see nothing to affect the official integrity or the capacity of either of these gentlemen. Doubtless some facts are shown, which, if unexplained, might give rise to reasonable suspicion of misconduct on their part. I mention, as to Mr. Elliott, his suggestion to the weighers in the coffee of the Ann, "to weigh liberally," and his receiving one hundred dollars fee as referee in the case of Nevins & Co. In the case of Mr. Owen, his allowance to Ward & Gore; the fifty dollars stated by Jenkins to have been paid by Gray, his (Mr. Owen's) partner, to Upton. But I am bound in all candor to say that each of those matters was entirely explained, and that in no manner is the character or integrity of either of the commissioners thereby affected.

SECOND: THE DISTRICT ATTORNEY.

It is conceded that this officer has no pecuniary interest whatever in the taxed costs in prize cases; they are all to be accounted for or paid over to the government. This statement alone would render it supererogatory to inquire, *so far as the district attorney is concerned*, into the items or the aggregate amount of his taxed costs. In my view, no imputation on this point rests upon him. His general conduct and management, and that of his assistants, in this branch of his official business, has not, so far as I have heard, been complained of. The investigation shows that all those duties have been performed with fidelity, promptness, and integrity. By means of these new duties, a very large addition has been made to the labors and the responsibilities of this officer, and it may well be a subject of consider-

ation on the part of the Solicitor, whether he ought not to recommend a reasonable annual addition to the salary of this officer during the continuance of the business growing out of the captures.

THIRD: THE MARSHAL.

The same remark as made above in relation to the district attorney's costs applies to the marshal's fees. He has no pecuniary interest in the costs taxed *for his services*, and thus the charge of excessive commissions by him falls to the ground, so far as he is personally concerned. But it seems to me that, as the case stood at the close of the testimony on the 30th of May, there are some matters which, without further explanation, subject the marshal to the charge of carelessness, if nothing more, in the administration of his office as connected with prize cases. Thus:

1. The case of the tobacco taken from the Hiawatha. It is difficult to see how the marshal can escape from liability for this.

2. Some cases (above referred to) of property sold at one price, and delivered by the marshal at a less price.

3. Premiums of insurance charged and taxed at higher rates than were actually paid.

4. Unreasonable prices paid to Ward & Gore for storage, labor, &c.

I do not deem it requisite to go into minute details as to those several matters; it is sufficient to call the attention of the Solicitor to them.

FOURTH: THE COUNSEL FOR THE CAPTORS.

It is undoubtedly true that this officer has received or is entitled to tax and receive a large aggregate amount of fees. At the same time it cannot be disputed that the sums he has already received have been chiefly, if not entirely, the fees *fixed by the Secretary of the Navy*, and *taxed by the judge* of the United States district court of the southern district of New York. It is, therefore, impossible to predicate fraud or illegality of this officer in this particular. It is but justice to him to say that he has performed a very large amount of labor in this heretofore *terra incognita* of the law; that this labor has been performed with assiduity, ability, and great fidelity to the captors, and that the services of this officer have afforded valuable aid to the other persons officially connected with the administration of justice in the prize cases in this judicial district. It is proper to mention that the office of counsel for the captors was abolished by an act of Congress at its last session. In cases not then pending, the fees of Mr. Upton or any other person acting as counsel for captors must be arranged between the captors and the counsel they employ.. It is the duty, I think, of the Solicitor to carefully analyze the bills of costs of the counsel already taxed, and if he deems them unreasonable, to suggest a remedy in reference to his bills yet to be taxed in the cases pending at the time of the passage of the law just mentioned.

FIFTH: WARD & GORE, WAREHOUSEMEN.

1. The case of reclamation (as noticed above) made by them, has, I may well say, "a very ugly look." It is liable to the severest censure, and means should be taken to compel the payment by them of the amount of that allowance, if it is not already paid.

2. The cases above alluded to of purchases in the name of others, E. G. Nicoll, &c., require, it would seem, at least some rebuke.

3. As the testimony stands, their charges for storage and incidental matters, especially *labor*, are, to use the mildest term, *excessive*.

SIXTH: AUCTIONEERS, DRAPER & SON.

It may, I think, justly be said that there is no act on the part of these gentlemen in any manner affecting their character as citizens or as men of business, nor anything showing want of promptness in paying over moneys, or want of capacity or fidelity in their transactions as auctioneers. On the contrary, the interests of the government and the captors have been decidedly promoted by their skill in their profession. The charges made by them have been those always accustomed to be made in cases of marshals' sales; they have been approved by the marshal, and so far as paid, taxed by the court. They doubtless have much exceeded the commissions that might have been fixed by special contract; this manifestly appears by the testimony, whereas it at the same time appears that in the absence of a special contract, the commissions they charged and received were the ordinary and usual commissions. This item of expense is already corrected, the government having reduced the auctioneers' charges nearly one-half.

IV. Two matters have appeared in the course of this investigation not mentioned in the "statement" of the committee, nor even by rumor, but which demand the attention of the Solicitor, and a place in the report he is to make.

1. The conduct of Mr. Sedgwick, member of Congress from New York. It is clear from the testimony that he availed himself of his position as a member of the House of Representatives to procure the passage of a law authorizing the employment by the Secretary of the Navy of counsel to argue the prize cases in the United States Supreme Court at its last session; that he obtained the place for himself; that he argued the cases on the brief of Mr. Upton, the counsel for the captors; that he has presented for this service a charge of one thousand or fifteen hundred dollars, which has been or will be paid, and all this while he was a member of Congress, receiving his salary of three thousand dollars a year; that his employment was wholly uncalled for, and caused a wholly unnecessary expense to the captors, as it was the duty of the counsel (Upton) to argue these cases without additional charge.

It also appears that through the influence of this same gentleman, an act was passed by Congress at the same session, authorizing the appointment of a codifier of naval laws, at a salary of three thousand dollars per year, and for an indefinite period, and that Mr. Sedgwick has received the appointment.

If anything that has appeared in the course of this investigation is more worthy of condemnation, and of a conspicuous place in the Solicitor's report, I am unaware of it. In justice to Mr. Sedgwick, it should be said that he has not had the opportunity of explaining any of the foregoing matters.

2. It is shown that many prize cases have been for a long period, several for over a year, before the United States circuit judge of this circuit, *after trial and argument*, and that they remain undecided. It is proper, at least, that this matter should be brought to the notice of the government by the Solicitor's report, in order that they may make suitable inquiries of the judge in relation to these delays. From the high character of that functionary, it is just to presume that it is in his power satisfactorily to account for them. But it is due not only to our own government, and to our own citizens, the captors, but to foreign governments, and to the claimants, that no unreasonable delays should occur in the administration of justice in those prize cases.

V. The main object of this inquiry was to ascertain if the expenses to the captors in these cases cannot be, and should not be, very *greatly reduced*.

On this point I am sure the Solicitor will concur in the opinion that an emphatic affirmative answer should be given to the question.

I. The fees of the clerk of the district and circuit courts, which are accounted for to the government in this branch of business, are estimated to be at least twenty thousand dollars in cases brought here for adjudication up to this time; the fees (commissions) of the marshal, at fifty thousand dollars; the taxable costs of the district attorney, at twenty thousand dollars, making an aggregate of ninety thousand dollars, one-half of which—forty-five thousand dollars—is a charge directly on the captors—a sum nearly sufficient to pay the salaries and expenses of each of these officers for the greater period of time during which this prize business has been in existence. Certainly the other receipts in these several offices during that period would, as I suppose, chiefly or fully pay all those salaries and expenses; and thus this charge on the captors goes in fact directly into the treasury of the United States, or into some fund belonging to the government. I may be quite incorrect in *the sums* above stated; it is the *principle* at which I am looking. In reference to this, I beg to make the following suggestions, and to request the Solicitor to report accordingly:

First. That hereafter no charges under the name of costs, commissions, or fees, to the clerk, district attorney, or marshal, be allowed as against the captors; and that the only charges to be made against them shall be for actual expenses, as for storage, insurance, and the like.

Second. That, as to the past, all charges of costs, fees, or commissions, already paid by the captors, be refunded.

Third. That, at all events, if this unjust and oppressive exaction is to be continued at all, the costs and fees of those officers be very greatly reduced; I would say at least fifty or sixty per cent. The extravagance of the charges appears manifestly by the taxed bills in the case of the Troy.

II. The expenses of storage (and its incidents) should be materially diminished. If the statements made on the last day of the investigation are at all authorized, (and whether they are or not the Solicitor will learn from the documents at the office of the clerk of the district court of this district,) those charges should be reduced seventy or eighty per cent.

III. The premiums charged by the companies for insurance do not seem unreasonable; but, according to the statement above alluded to, the charges actually made by, and allowed to, the marshal, greatly exceed the actual amount paid for insurance.

ALLEGED DELAYS.

VI. According to the testimony on this investigation, the complaint of delays is groundless. Indeed, according to Mr. Benedict's statement, made after examining the reports of prize cases in admiralty in England, there has been unusual promptness in disposing of these cases in our tribunals. The Solicitor will, I trust, put this matter in a shape that will *silence* English lords in Parliament.

The delays (above stated) by the circuit judge of this circuit *may* furnish reasonable ground of complaint; but, till he has the opportunity of explanation, I do not see how this can be authoritatively averred.

CONCLUSION.

VII. The results of this investigation are highly salutary.

1. The motives of the committee are shown to be highly honorable; and, as is above shown, there was strong prima facie evidence for much of their "statement," and for many of the rumors in circulation.

2. The thorough investigation made has mostly rebutted this prima facie evidence, and has shown the injustice of most of the suspicions entertained. I do not think that any of the parties officially connected with this business are liable to any imputation beyond those herein above mentioned. The general result is, therefore, gratifying to those parties; and it will be gratifying to the public, as showing that the great frauds and peculations which have been so numerous elsewhere within the last two years, do not exist in the administration of the business of captured prizes in this district.

3. *Some* gross improprieties, if not frauds, have been committed; and, as to these, it is trusted that the Solicitor will report emphatically.

4. Whatever errors, mistakes, or carelessness have existed in any portion of this business, it is reasonably certain that they will not be repeated. *The warning is given by this investigation, and it will be heeded.*

5. It is made manifestly to appear that the expenses arising out of official costs, fees, or commissions charged on the captors, while they do not pecuniarily benefit the officers, and consequently furnish no ground for any charge of corruption or exaction against them, yet are unjustly and unnecessarily large, and are made a source of emolument and profit to the government. It is taken for granted that the Solicitor will make a report, which will insure the speedy termination of this oppression and injustice, to use no more reproachful term, on the part of the government. It cannot be believed that this evil would ever have existed, or been permitted to continue, if the distinguished and honorable gentlemen at Washington had not, amid the overwhelming labors and responsibilities devolved on them during the last two years by the condition of their country, overlooked this comparatively minor matter.

6. On the whole, the captors, the prominent officials connected with this business, the government, and our citizens at large, will be gratified with the result of this protracted investigation, and will render their thanks to the patriotic committee who caused it to be instituted, and to the Solicitor of the Treasury, who has so patiently, impartially, and intelligently conducted it.

CHARLES P. KIRKLAND.

NEW YORK, *June* 2, 1863.

The Solicitor will perceive that I have not professed to go into full detail in this matter, nor to mention *all* the subjects which will be embraced in his report. I have desired to call his attention to some of, what seemed to me to be, the most prominent and important matters and considerations involved in this investigation.

CHARLES P. KIRKLAND.

T. M. Wheeler, being sworn, says: That he has been informed that Mr. Simeon Draper and Mr. John Draper, in an examination recently had concerning prize matters before the Solicitor of the Treasury, stated that deponent proposed to give to Mr. Simeon Draper his check for a certain sum, being the supposed difference, in amount of proceeds, of a quantity of coffee alleged to have been falsely weighed, if the charge in relation to the alleged false weight were withheld. And, also, that deponent stated to said Simeon Draper that the marshal was largely indebted to him, and that when he got his pay he, deponent, would give to him, Draper, some points, or words to that effect. Deponent very greatly regrets that he had not an opportunity to appear before the said Solicitor before the closing of the investigation, and after the said testimony of the Drapers was given, in order to state what he declares to be the entire truth upon the subject; and he asks that this affidavit may be filed as his answer to the said statements.

In February last deponent met Mr. Simeon Draper in Washington city, when he informed deponent that he designed to have an investigation of the marshal's official proceedings in prize sales and property, and asked deponent what he would testify to if called upon. Deponent replied that he knew nothing of any official misconduct by the marshal; and in any event would much prefer not being called on as a witness, because the marshal might infer therefrom that he was unfriendly to him, and such a feeling might embarrass the settlement of his storage accounts with the marshal; and in that respect deponent was differently situated from him, Draper, who received all the money and paid himself therefrom. This, or substantially this, was all that was said at the aforesaid interview.

Shortly before the investigation was commenced before the Solicitor, deponent again saw said Draper at his office, and he (Draper) alluded to the case of the alleged fraudulent weight of coffee, the cargo of the Solidadcos. Deponent stated that the coffee in that case was weighed by his (deponent's) own brother-in-law, his wife's brother; that he was a young man of the most upright character, whose honesty and integrity were above suspicion; and that, such was the absolute confidence reposed in him by deponent in all his business affairs, he would sooner lose twice the amount of the supposed deficiency of proceeds, by reason of the alleged false weight, than to have that confidence impaired. This was the substance of all that deponent said on this occasion, and they were the only two occasions of interviews between deponent and said Draper where the subjects herein specified were alluded to and became subjects of conversation. As deponent stated on his examination before the Solicitor, he made to said Draper no proposal whatever; nor, indeed, did he believe that said Draper would or could, for any purpose or with any object, so torture and misrepresent the perfectly innocent and simple statements which were made by deponent on these occasions.

T. M. WHEELER.

Subscribed and sworn to before me this 3d day of June, 1863.

JOHN A. OSBORN,
U. S. Commissioner.

[From the New York Express, June 6, 1863.]

ALLEGED FRAUDS IN PRIZE SALES.

A peep into the Star Chamber at the custom-house—how the inquiry was conducted—serious charges against high officials—false weight and alleged bribery—how the navy has been robbed—a whole cargo missing, etc.

In the history of this republic, perhaps, there has not been an investigation of more practical importance than that which has been secretly conducted in a small apartment of the custom-house by Mr. Jordan, the Solicitor of the Treasury. The alleged frauds in the sales of prize vessels, the subject of inquiry, may not be viewed in the mere light of the loss of dollars. They are the great key to the inefficiency of the navy; they reveal the hitherto inexplicable cause of the regular succes of the blockade runners, and render the vast squadrons on the southern coasts as so many buoys, through which rebel vessels are honored with a federal escort to congenial ports. Hence the alleged frauds in the prize sales may not be estimated by even the great sum they involve. To ascertain the loss and the injury to the government they represent, the cost of the navy, the appraised value

of the services of that mighty arm of defence, with that of successful blockade runners and the cargoes the squadrons might have captured, must be incorporated with the sum for which those charged with mal-practices in the prize sales are accountable.

But who may estimate the value of a navy in a period rife with the expectations of foreign war and the bloody incubus of local insurrection, unparalleled in its extentand power? Paymasters may affect to be robbed; but the greenbacks may be duplicated; if, however, the honest dues of the navy are abstracted by a "ring" of officeholders, already enjoying sinecures, the dispiriting influence of the series of grand larcenies on the captors of prize vessels involves the very security and value of the nation itself. But if the charges are proved, are they not, collectively, a fit sequel to the career of men who have sent loyal men to Fort Lafayette in response to telegraphic orders, to be released in a few days without redress for such outrages on personal liberty?

Mr. Jordan, however, avowed publicly that he did not attach the same importance to the inquiry as the wealthy and distinguished merchants who have, in the language of one of them, "forced" the government to inaugurate the investigation. The remarks of Mr. Jordan at the opening of the inquiry led Mr. Moses H. Grinnell to declare his belief that the investigation would be an "*ex parte*" one; to which all the other merchants gave their verbal assent.

Similar avowals were made by Capt. Marshall, when Mr. Jordan peremptorily ejected the members of the press, and refused the merchants even to have a reporter to note their evidence, not for publication, but to represent the community, and be a source of appeal in case of a dispute about the testimony. Whatever may be the final result of the investigation, even if, as some anticipate, a disposition has been manifested to cast its records into the "tomb of the Capulets," there is no doubt that the captors of vessels will in future send them to ports where they will be honestly sold for their full value, and thereby deprive this city of the vast amount of labor and money which such seizures would circulate among a large class of the people.

Our reporter, before he was expelled, informed Mr. Jordan that he had all the statements which would come before him in advance. They had been obtained from authentic sources.

THE SECRET SUPPRESSED INQUIRY.

After the reporters were expelled, Mr. Jordan organized himself as the court. The merchants, foiled in their endeavor to have the investigation made public, seemed to labor under the impression that the "court" believed the charges not true, or at least unworthy of special notice.

On the first day of the inquiry a leading witness was examined, and, it is stated, his evidence abundantly proved the fact corroborated by others, that after the sales of cargoes of prize vessels were made, those who purchased them obtained considerable reductions of the amounts for which they bought such goods, although the peremptory conditions of the auction were, that "no reductions or reclamations" whatever should be made.

The following is said to be some of the evidence elicited during the inquiry; and we publish it, even at the risk of Mr. Jordan, in his own language, having his "mind prejudiced" against any one who would make the important exposure.

ALLEGED FALSE WEIGHTS.

The cargo of the captured schooner Solidadcos was sold in March, 1862. Among the articles found on board were 189 bags of coffee, which were

weighed at a warehouse in Brooklyn, and each bag was represented to contain one hundred pounds. The auctioneer, however, subsequently received a sworn certificate from the weigher in a prominent store, that a sample bag contained two hundred pounds. The attention of a United States official was called to the fact immediately after the sale. This official, however, it is stated, expressed himself satisfied with the original return, and the matter was thus allowed to rest. The loss by this transaction to the captors was about $4,000.

ALLEGED ILLEGAL REDUCTION.

The cargo of the captured steamer Ann was sold in November last. Among the items were 293 chests of tea, and 310 bags of Rio coffee, which were purchased by certain parties, whose names we have in our possession, at 40½ cents per pound for the tea, and 30 cents for the coffee. Soon after the buyers obtained a reduction of 10 cents per pound on the coffee, and 10½ cents on the tea. *The tea was disposed of by the purchasers, before the reduction was obtained, at an advance on the original price bid. It was stated* by a prominent official that the reduction was made at the urgent request of a prize commissioner. The loss on the above sale, or rather the gift to the purchasers, was about $10,000.

The cargo of the steamer Stettin, sold in November last contained, among other items, 905 bags of coffee, which were advertised on the catalogue as "damaged and musty." It was bid off at 27½ cents per pound to a gentleman said to be a near relative of the party who had the goods in possession for the marshal, and who had thus every opportunity of inspecting it Subsequently, the buyer was allowed to pay for 880 bags at the appraised value of 20½ cents per pound, notwithstanding the positive terms on the catalogue that no reduction whatever should be made. Thus there was a loss to the sailors of about $15,000 ! There was a difference in the weight of about 9,000 pounds.

There was a second sale of a portion of the cargo of this steamer, of a large lot of goods, which were purchased by two persons, one of whom stated he was buying the goods for the government officials, who had these matters in charge. The buyers, however, neither paid for nor took the goods, amounting to some $80,000, and they were re-sold at a loss of $2,000 to the sailors.

CHARGES OF BRIBERY.

Such was the frequency and ease with which reductions on the amount at which cargoes were sold were obtained, that one buyer thought he should also enjoy a similar privilege, although he confessed he had no right to such a favor. He purchased a lot of goods from the steamer Stettin; and subsequently obtained from the court a reduction of a little less than one thousand dollars. In order to obtain this reduction it is stated that a gentleman connected with the prize commissioner's office was to, and did, receive about one-fourth of the amount, and that a counsel who should have interposed received a fee not to oppose the application. We have the names of all the parties said to be implicated in this transaction, but at present we refrain from publishing them.

MORE REDUCTIONS.

In the naval report on prize matters, there is a record of a sale of the cargo of two captured lighters, consisting of 1,253 bags of rice. On making inquiries we found, some time since, that the storekeepers of the

goods were the buyers at $2 25 per bushel; but notwithstanding the terms of the sale, that there should be no reductions or reclamations allowed, they were permitted to take and pay for the same at $1 67 per bushel, the appraised value—a loss to the captors of about $2,500. It is difficult to understand why the storekeepers, who had every opportunity of inspecting the goods, which were stored for months on their premises, should be allowed such reductions.

A WHOLE CARGO SAID TO BE MISSING.

It is stated that one of the subjects of complaint before Mr. Jordan is that the whole cargo of a captured vessel is missing, and has never been accounted for!

THE SCHOONERS LEOPOLD AND GRAHAM.

The schooner Leopold, which is said to have run the blockade, was seized at this port by the well known and efficient officers of the surveyor, Messrs. Brown and Isaacs. She was loaded with turpentine, which has not yet been sold. The marshal claimed he had a right to have her in charge; and the officers to whose ingenuity and enterprise her seizure is to be attributed have received neither the credit nor the remuneration to which captors are said to be entitled.

The schooner Graham was captured at this port under similar circumstances; but no account has been made of these vessels, further than that they were seized.

THE HIAWATHA.

In the naval report on prize matters there is a statement of a deficiency of $25,000 on the cargo of the Hiawatha; and as several months have elapsed since the fact was discovered, would it not be well for the officers to whose care the vessel was consigned to *account for the deficiency?*

A SUGGESTIVE CIRCUMSTANCE—PARTIES ACCUSED REFUSE TO APPEAR.

It is stated that parties alleged to have been implicated in these frauds refused to appear before Mr. Jordan, by counsel denying the right or authority of the court to bring them. No process was issued to compel them. *The same parties are still connected with the prize sales, drawing large emoluments therefrom.*

CONCLUSION OF THE INVESTIGATION.

The inquiry was closed a few days since, having occupied several weeks. The testimony was voluminous, and in a large number of instances sufficiently corroborative to create apprehension among some of the parties interested in the decision. Mr. Jordan, though generally stoical during the sessions, at times appeared surprised at the revelations elicited; and his address, at the close, gave evidence that he was ready to discard his statement, made at the first session, that he did not believe the inquiry was of great importance. Immediately previous to the adjournment he expressed his congratulations to the counsel of the committee of merchants who had the alleged frauds brought to the notice of the government for their urbane and courteous action throughout. He also said that, without attempting to give a decision which might bear on or anticipate the result, he considered the inquiry which had taken place of more importance than any which had taken place in the history of the government. He

named certain parties in the case, involved in the frauds in their official character, who had, he said, left important points unexplained which were not overlooked by him, and could not be by the government.

We have the names of all accused, but, desiring not to forestall the action of the government, we omit their publication.

INVESTIGATIONS BEFORE EDWARD JORDAN, SOLICITOR OF THE TREASURY, INTO ALLEGED FRAUDS AND IRREGULARITIES IN THE MANAGEMENT AND DISPOSITION OF PRIZE PROPERTY IN THE PORT OF NEW YORK.

CUSTOM-HOUSE,
New York, May 4, 1863, 12 *o'clock.*

Present: Moses H. Grinnell, Jno. C. T. Smidt, S. J. Glassey, Judge C. P. Kirkland, Henry H. Elliott, and Edward H. Owen, prize commissioners, and Francis H. Upton, counsel for captors, reporters, and others.

Mr. Jordan. Gentlemen: If you will give me your attention a moment I will say a word in regard to this investigation. I understand that several reporters for the press are present, and I deem it proper to say now that I do not consider it compatible with the public interest that any publication shall be made of this investigation until these proceedings are ended. No reporters for the press, therefore, will be admitted during this investigation. I have provided a short-hand writer, who will reduce to writing, not only all the evidence, but all the action which is to be had by those interested in this investigation, so that there will be a complete record of all that transpires here, which can be referred to at any time for the verification of any fact the certainty of which may be desirable; and I have to request that all who are admitted to the investigation will observe silence in regard to what transpires here, in order that no *ex parte* or partial statement of the evidence or course of proceeding shall find its way to the public. When the investigation is closed, I shall make a full report, with all the evidence, to the department to which I belong, and I presume, in due time, the publication of the whole will be made with the sanction of the government. I shall regard as highly improper any disclosure of the action taken here, either by those who are present or through the instrumentality of any public print or otherwise. I am constrained to say, in advance, that my judgment will be very much prejudiced against any party who shall violate this injunction of silence, and should endeavor to get before the public any other than a full statement of what may occur here. I desire to confer with all, and to hear suggestions from all, in order that such a course may be adopted that a full and fair investigation of all the transactions passing under review may be had. I desire it to be so fair and full that nobody can find a hook on which to hang a suspicion that there has been any unfairness or want of fairness on my part. There is no gentleman connected with this investigation, on either side, with whom I am not on terms of entire friendship; at the same time there is no gentleman towards whom my friendship is so strong that I would lift a finger to screen him from the consequences of anything which may be developed in this investigation. If there has been malfeasance in the management of the prize cases in this court, it is due to the public, to our navy, and to all parties interested, that there should be a full disclosure, and that the offenders should be held up to that reprobation which they merit.

Captain Marshall. What objection can there be to the gentlemen making this prosecution having a stenographer of their own? It seems to me, if that is not permitted, that this will stand as a sort of *ex parte* examination altogether. I want both sides to have equal rights and privileges.

Mr. Jordan. The objection is that which always exists to admitting any parties and influence which can in any way becloud or confuse the records of the proceedings of such a commission. How anything *ex parte* is to grow out of the application and enforcement of such a rule as I have stated, I am at a loss to conceive. The government here is represented by myself. I employ a government officer who is, at the same time, a stenographer, to come here to keep a complete record of all that transpires. He will, of course, be enjoined to reduce to writing, as well what is said by one party and by their witnesses, as what is said by the other party and their witnesses. He has no motive to misrepresent, to forget, to misrecord, or to do anything else than to give a full, fair, and accurate statement of all that transpires. He does this, as I have said, under the injunction of myself, and as an officer of the government. I must say that I think, so far from this resulting in anything *ex parte*, it is the best course to prevent anything like confusion, discrepancy, controversy, and consequent inconvenience and difficulty.

Judge Kirkland. I desire to explain why I happen to be here. I was requested to be here not in the capacity of a prosecuting attorney, but for the purpose of eliciting the truth in this investigation. I was requested to appear by the committee of gentlemen who have started this inquiry, Messrs. Grinnell, Taylor, Captain Marshall, Captain Nye, Minturn, and Denning Duer. Now, sir, on the request of such gentlemen I appear here; but before appearing, I take the liberty of asking you if there is any objection?

Mr. Jordan. I would remark, in reference to what has been said by Mr. Kirkland, that I was asked last week whether there would be any objection to Judge Kirkland's participating in the investigation? I asked in what capacity? Being told that it was desired that he should appear as an assistant or colleague of myself, I replied at once that I was competent and was charged with the duty of conducting this investigation myself. I am charged with this responsibility by the government, and shall not shrink from it.

Judge Kirkland. I did not know that that was asked.

Mr. Jordan. I so understood it. I at the same time said I had no objection to any gentleman appearing here to take part in the investigation as a sort of counsel. I said that if the questioning of the witnesses depended entirely upon myself, on account of my unfamiliarity with many of the circumstances, I might leave many things unexplained which might be inquired into if different minds were brought to bear upon the subject. I repeat now what I said then, that I had not the slightest objection to Judge Kirkland or any other person appearing here and participating in such a capacity, but I propose to control this investigation myself, and by its results I propose to stand. If anybody feels aggrieved by that, I do not see how I can help it.

Judge Kirkland. I never proposed to occupy any other position. I do not come here in any other capacity than as a sort of judge advocate.

Mr. Grinnell. I certainly concur in the observation of Captain Marshall in reference to the stenographer. I see no reason why we should not have one to take down testimony the same as the public stenographer. It is true it is to be a public document, but it is not a document open to us while the investigation is pending.

Mr. Jordan. If you will allow me I will say, with all respect and without any disposition to manifest anything but the most entire respect, that my mind is made up upon that point. I propose to conduct this investigation, and I propose to retain the records within my own control. I have provided an officer in whom I have confidence, because I have made trial

of his accuracy, to make this report, and I know he will do nothing intentionally wrong.

Mr. Grinnell. We are placed upon our honor not to make public anything which transpires here. I trust we shall all adhere to that injunction; but what are we to do? We would like to examine the testimony daily after we leave here.

Mr. Jordan. The subject is not to be argued, Mr. Grinnell.

Mr. Grinnell. Well, sir, I protest against it. It is unjust to us and unjust to the country. All we want is light. We have our stenographer here, who is equal in respectability with the gentleman whom you bring from Washington, equally secretive, and equally bound by honor; and I cannot conceive why we, who have brought about this investigation, should not have the right to have it taken down. It bears the aspect to me of a one-sided matter.

Mr. Jordan. One party in this investigation can have access to the testimony as fast as it is copied out as well as another party. There shall be no partiality used in that respect.

Mr. Grinnell. If we could have a copy in the afternoon of the government stenographer's report ———

Mr. Jordan. I can only say this: the proceedings will be open to all. I could not direct a copy to be made for any one party. That would involve the same difficulties that would arise from having stenographers here in person; and that moment everything would be beyond my control. The report shall be at all times open to the inspection of any person interested. Up to this point I have not the slightest objection to the proceedings being published in all the papers in this city.

A conference between the counsel, parties interested, and the Solicitor, here took place as to the order of proceeding in the investigation, and the programme was agreed upon.

Mr. Glassey. Do you propose to swear the witnesses?

Mr. Jordan. Really, there is no authority for swearing. I shall have no objection, if a magistrate can be present, to having the witnesses sworn.

The witnesses throughout the subsequent investigation were sworn—most of them by A. M. Palmer, notary public.

Statement of Simeon Draper, esq.

By Mr. Jordan:

Question. I will ask you, Mr. Draper, whether at the present time you sustain any official relation to the prize proceedings of this port; and if so, what?

Answer. I never had any official relation; I was appointed auctioneer by the Navy Department under the late law; my connexion with the affair is entirely as an auctioneer.

Question. You are, then, the official auctioneer?

Answer. I should be, provided the marshal did not select another. According to law I am, and under the strict letter of the law I am the only one who could legally sell the goods under these last sales. The law says the auctioneer shall be selected with reference to that point—my qualifications as an auctioneer.

Question. I understand, then, you have been, under the existing law, appointed by the Secretary of the Navy an auctioneer in these prize proceedings?

Answer. Yes, sir.

Question. When was that appointment made?

Answer. I do not remember. I had a commission three or four days previous to the first sale.

Question. What sale?

Answer. That of Burdett, Jones & Co. At all events, it was within a very short time—about the first of April, 1863.

Question. I infer that you did not make that sale?

Answer. I did not.

Question. You think you ought to have made it if the sale had been made in strict accordance with the law?

Answer. I think so, with my knowledge of the men who have been appointed to do it. I never heard of their selling anything in the way of dry goods, while I have been an auctioneer in that line a great many years. This was a sale of dry goods and other things—a mixed sale.

Question. What were the other goods?

Answer. I did not examine them; the catalogue will tell.

Question. The ground of your allegation that the marshal employed improper persons to make the sale is, that those persons had not been familiar with the branch of trade to which these goods belong?

Answer. I did not allege anything of the kind; I only spoke of it in reference to the requirements of the law; I understand it is right that the Secretary of the Navy should select the auctioneer.

Question. I understood you to express the opinion that you were the only auctioneer who, under the law, could have been designated to make these sales?

Answer. I mean to say there was no predominance of my agency, but if the law had been strictly complied with I should have been the auctioneer.

Question. You say you do not know what the other goods were?

Answer. I did not examine the other parts of the cargo. I do not like to talk about what I do not know personally. There were general articles in the cargo. It was my impression that a great majority of the goods were such as I was in the habit of selling.

Question. Have there been other sales since you were appointed?

Answer. I think so, sir; one or two. I have made none since.

Question. Were these sales made by the same parties?

Answer. All were made by the same person.

Question. Do you say these goods were illegally sold at these sales?

Answer. I do not say illegally. I only say that a good portion of them were dry goods, which they never had sold, and had no experience in selling.

Question. Do you consider the same objection as lying against their making other sales?

Answer. I had no objection to their making any sales.

Question. The question is, whether the marshal has performed his duty in appointing an auctioneer? I wish to get at that.

Answer. There are the sales and the documents, and you can determine the results. I do not remember the detail of the catalogues, and have not informed myself except so far as to ascertain that there were certain kinds of merchandise which they had not been in the habit of selling, and which I had; that's all.

Question. What description of goods had these auctioneers been accustomed to sell?

Answer. Well, my impression is that they were groceries chiefly, and perhaps liquors.

Question. What connexion, if any, had you had with prize proceedings here prior to the time of your present appointment?

Answer. None whatever, except as a mere auctioneer.

Question. Well, that is a very important connexion; that I believe was an appointment by the marshal directly and solely?

Answer. Yes, sir, as has been the custom in accordance with the constitution of the country ever since I have known anything.

Question. When were you employed by the marshal as an auctioneer?

Answer. Shortly after his appointment.

Question. Had your appointment reference to prize sales only, or to all sales?

Answer. To all sales, I supposed.

Question. Was that employment a general one, or was it for any definite time?

Answer. General; no definite time that I know of.

Question. Was it confined to any special description of sales?

Answer. I do not know that it was; you can ask the marshal as to that; I did not solicit the appointment.

Question. You were a party to the contract?

Answer. What contract?

Question. Contract to undertake the employment which you were retained to perform.

Answer. I was the auctioneer, and employed by the marshal the same as any other man employs an auctioneer. A man has merchandise to sell, and he employs whom he chooses to sell it. In that way the marshal designated me to sell his merchandise.

Question. The question I asked was whether that was a general designation, or whether you were employed to sell any particular class of goods, or to act in particular cases?

Answer. My appointment had special reference to being employed as an auctioneer.

Question. Was that appointment limited as to time?

Answer. It never was limited in any way, form, or shape, except that I considered him at liberty to discharge me at any time and employ anybody else he chose.

Question. How long did you continue to make sales for the marshal?

Answer. I do not remember how long ago the last sale was. I sold all he had until the last two or three sales under the new law. I have never sold any under the new law. I do not know but there might have been some sales outside of my agency, but I continued to sell generally up to the time of the adoption of the present law.

Question. What were the terms of your original employment?

Answer. No terms, except $2\frac{1}{2}$ per cent. commission on my sales—the usual terms for selling a vessel or cargo. These terms were made and allowed by the court under the arrangements made by Marshal Murray. This commission remains the same to this day for sales in this custom-house and for sales at the navy yard. I do not know but they have in some instances charged 5 per cent., but my charges were $2\frac{1}{2}$.

Question. Was any portion of this $2\frac{1}{2}$ per cent. reserved by the marshal?

Answer. No, sir.

Question. Any understanding, expressed or tacit, that you were to make to him any allowance whatever?

Answer. No, sir.

Question. Any understanding that you were to make any allowance for any friend of his, or any other person?

Answer. No, sir.

Question. Was there, in fact, ever any such allowance made to him, or to any friend of his?

Answer. No, sir, not that I know of.

Question. The amount allowed to you was an amount bona fidely agreed upon, which you were to retain for yourself?

Answer. Yes, sir.

Question. And that amount was allowed by the courts?

Answer. Yes, sir; the court awarded it, and I got my pay.

Question. And you were not accountable to any person, directly or indirectly, for any part of it?

Answer. No, sir; for no part of it.

Question. In regard to the manner of advertising and managing these sales, who controls the manner in which publication of these sales is made?

Answer. I can only say I did not. I am not sure whether it was the prize commissioners or the marshal who controlled in that matter. In fact, I believe it was different at different times; but I had not anything to do with it, except one sale, where I printed the catalogue; and even that was afterwards taken into the charge of the marshal or the prize commissioners, I do not know which. There was no other transaction in which I had anything to do with publishing or advertising; that was no part of my duty in these cases. But the usual way in reference to such sales, in all cases I have ever known before, is for the auctioneer to have the goods arranged, catalogued, sampled, placed before the public in a proper place, and appropriate advertisement of the sale made. The usual form is to place the goods for sale where individuals, merchants, institutions, or any one else interested, can see and examine them; to place them fairly before the public with a printed catalogue, and the terms, plain and explicit, placed upon the outside of the catalogue; and then to sell the goods to the highest bidder. These arrangements have always in my history been directed by the men engaged in that specific business. They understand what is to be said in a catalogue to enable the purchaser to know what he can rely upon when he buys—whether he can get his claims for damage, short measure, and a thousand other things of which he would not know where there are no conditions printed upon the catalogue. These arrangements were withheld from the auctioneer in these prize sales. I never had anything to do with the placing or advertising of the goods, excepting, perhaps, the publication of one catalogue, and my whole expenses and charges were included in the 2½ per cent. The auctioneers sometimes get 10 per cent. from the printer for publishing a catalogue. I never received a commission for anything but my 2½ per cent. for sales.

Question. I understand you to say that these usages have been common?

Answer. Yes, sir, they have been common in all sales, except, perhaps, that in the marshal's sales there has crept a system of avoiding the usual manner of disposing of merchandise. There has been a departure from the usual forms with a view of getting the largest amount of money in commissions. There has been nothing like such an exhibition of the goods and such advertising as is usual in other sales. These usages are always observed in sales of private property; but they have been departed from, and a contrary method has crept into the marshal's sales. I suppose it to be a system brought down from his predecessors. For instance, I sold $250,000 worth of these goods out of one cargo. They sold at so much the lot; but in ordinary sales we should have sold such goods as tobacco by the pound. On the contrary, the marshal's sales were made without reference to weight or quantity—nothing was guaranteed; nothing said about badly-damaged goods; and everything conducted, not to get the greatest price, but to get the lowest.

Question. Do these improper practices—this loose manner of conducting these sales—prevail exclusively in regard to prize property?

Answer. No; it pertains to all government sales; no particular reference to prize property.

Question. When did these loose practices commence? With the present incumbent?

Answer. I suppose it was a fashion introduced by his predecessor.

Question. Did you ever remonstrate against this mode of doing business?

Answer. I think I named it to him half a dozen times, but never was allowed to say anything about it.

Question. When?

Answer. Oh, at various times I have spoken about it.

Question. To whom?

Answer. I have spoken of it to the prize commissioners and to the marshal, but not very strenuously; because I supposed they had their duty to perform, and knew it.

Question. Are you of opinion that the public interest suffered seriously from this neglect?

Answer. I think there has been great wrong done by a failure to carry out the regular forms of auctioneering—not having your terms plainly stated; goods properly exhibited; and whether allowances would be made or not, stated as they should be.

Question. Now, seeing this failure all along, did you make such representations as you should to the proper authorities?

Answer. I certainly expressed my views very freely; which is probably the reason I do not have the work to do now. I know, in general, that I made a communication to the Navy Department about these matters; but nobody ever took any notice of it.

Question. Well, that was some time ago that these things commenced?

Answer. Oh, but it takes some time to find out a roguery.

Question. I would like to have you recall when you first made complaint of these matters.

Answer. I do not remember any particular time. I could not tell within a month, and I do not remember the language or the words. It was done in a friendly manner with the marshal; rather advisory than otherwise.

Question. Did you complain to the prize commissioners or to the department at Washington prior to January last?

Answer. Never prior to that written document.

Question by Judge Kirkland. Mr. Draper, please state whether you said anything verbally to any one on this subject.

Answer. I think I did to fifty persons.

Question by Mr. Jordan. Well, to any one who had control?

Answer. Oh, no, sir; except to the marshal and to the district attorney; but at the same time I had no idea the practice would be changed.

Question. What did you say to them?

Answer. I think I remonstrated about allowances after the sales.

Question. I did not want to know about allowances.

Answer. My duty was to do what they directed.

Question. I simply want to know whether you complained to any one having authority to correct these abuses?

Answer. I never made any formal complaint. The complaints were, in fact, not made by me personally, but by others from me.

Question. I want to know whether you went to these prize commissioners, or to the marshal, and represented that these sales were improperly conducted?

Answer. I had a note from Mr. Elliott, one of the prize commissioners, asking when I could see him with reference to these sales. I went to see him, but I do not know whether anything at that time was said concerning

the arrangements for the sale of merchandise. The prize commissioners made some sales first, and the marshal sold some. I think Mr. Elliott employed his brother-in-law to conduct the sales. I think he told me he received half the commissions for his services, and I think he gave me to understand that he would like to enjoy the same advantages that I did.

Question. Was there anything said in that conversation in regard to the manner in which these sales were conducted? I want to know definitely whether you ever represented to the prize commissioners or to the marshal that they were not doing their duty in regard to the manner in which these goods were exposed for sale; that they were neglecting their duty, resulting in a loss to the government and to the people; and did you recommend to them to change their course of action?

Answer. I do not recollect of doing anything of that kind.

Question. Did you make any representation of that sort to any other officer of the government who had any control over the matter?

Answer. I did not.

Question. Now, can you give me an understanding of what notice of these sales was, as a matter of fact and as a general thing, given?

Answer. That point is so easily got at that I would prefer to send for a list of the sales which I have. I was not allowed to give any notice myself. The marshal can tell about that.

Question. But suppose the marshal would not enlighten me; how can I get at the facts except from you?

Answer. In reference to that, the auctioneer had no knowledge whatever of the advertising of these sales. The advertisements, as far as I know about them, were mere legal advertisements of a few lines, except, perhaps, one which the prize commissioners advertised.

Question. Do I understand you to say that you had no knowledge of the advertising of these sales?

Answer. None whatever, except what I read, with other people, in the newspapers.

Question. Did not you make yourself acquainted with the facts of the advertising?

Answer. I read the legal advertisement; that is all. It simply stated: "I sell, at such a time, at such a place, certain goods. Signed, Robert Murray, marshal." There was no special detail given at all. I believe it was only published in two papers.

Question. For how long a time?

Answer. For the legal time, I suppose; a very few days.

Question. Was such publicity given as is usual for sales of like character?

Answer. No, sir; nothing like it.

Question. Was that such publicity as would have been given by a private party?

Answer. No, sir; not at all. It was such a notice as no man exposing merchandise as a faithful agent for the government, on prize sale or executive sale, would have given. It was not such a notice as would attract attention and secure an attendance of purchasers. In the first place, it was not published in the usual number of newspapers; not with such particulars stated as would attract attention; not as much time given as usual, and not inserted in papers of the largest circulation. Lately, however, I see they are improving in that respect.

Question. Do you know of any reason which excuses these short-comings?

Answer. I do not.

Question. Was there any provision of law, order of court, or regulation of any other department superior to these men, which might require them to proceed as they do in the advertising of these sales?

Answer. It may be so; I think it very likely. I am no lawyer, but I do know that the notice was not such as would bring out the purchasing public, and give them a fair opportunity to purchase the goods. That is my opinion; but whether there existed any special reason why these officers did not give any more ample notice, I do not know.

Question. Now, in regard to exposing the goods to sale. Was there such an exposure of them, or such facility afforded to purchasers to examine the goods, as would have been accorded in the case of private property?

Answer. I think not; very far from it.

Question. Was there any reasonable facility afforded for ascertaining the real character and condition of the property to be sold?

Answer. I think not. The exposure of the goods at an obscure place, out of the beat of purchasers generally, was not such as would be selected if the object was to get a large price for the goods.

Question. I suppose the sales are made at the docks?

Answer. Well, sometimes, and on board the vessels. I have known three vessels to be sold at 12 o'clock the same day, a mile apart.

Question. Was there any particular place selected for these sales?

Answer. We have been selling at Ward & Gore's store, in Brooklyn.

Question. Was there any particular reason for that place being selected?

Answer. No, sir, except that it was a large store, and there was plenty of room.

Question. Was there any more eligible point?

Answer. Well, for rice, cotton, tar, turpentine, and such things, which can be sold by sample, such a place would be as good as any. It would have been practicable to sell by sample, bringing the samples to the city and leaving the bulk of the goods in store, to be examined as parties might be disposed.

Question. Could the goods themselves have been removed?

Answer. It would have been far better to have stored them in the city.

Question. I want to know whether you think it was a proper place, or not, for storing the goods?

Answer. I think where goods are to be sold, other places should be selected; but where they are to be simply stored, it was a good enough place in Brooklyn.

Question. I would like to have your opinion as to whether, in any case, these goods were improperly stored there; and if so, to what extent?

Answer. I never entered into that question, for I did not know the circumstances under which they were to be stored. I do not pretend to see for the marshal and commissioners. They have a right to judge as well as I have.

Question. I do not understand you.

Answer. Well, I am glad you don't. I, however, say, as I said before, it is a good place to store the goods, but I do not think it is a good place to sell them.

Question. Then you think it was incumbent on the commissioners to bring them to the city?

Answer. If I had been a prize commissioner, I would have both stored and sold them in the city.

Question. Nearly all these goods were stored over there?

Answer. Yes, sir; at Ward & Gore's, and at Wheeler's store, at the Atlantic dock.

Question. Were you ever consulted as to where they should be stored?

Answer. No, sir.

Question. Who had control as to storage?

Answer. I do not know whether it was the marshal or prize commissioners. I understood it to be the marshal.

Question. You spoke of having been to Washington and made representations in January last ; on presenting the matter to me did I not at once tell you it should undergo a thorough investigation, and did I not suggest to you that the proper course would be to file your papers directly with the Secretary of the Navy, and obtain from him a request that I should enter upon the investigation ?

Answer. Yes, sir. In reference to the matters connected with that, the papers which were filed in Washington, in matters with which myself and my son were concerned, contain other points than those you have questioned me about.

Question. Now, as to the steamer Ann ; I understand you did make sale of that cargo ?

Answer. I have sold so many, I do not recollect I believe I did sell her.

Question. What was the cargo ?

Answer. I do not remember, certainly. A general assortment, I think—dry goods, tea, coffee, &c.

Question. There were other articles besides tea and coffee, were there ?

Answer. Oh, yes, sir.

Question. Did you cry the sale ?

Answer. Yes, sir, I and my son.

Question. Was there any announcement made of the terms ?

Answer. Yes, sir, the same as all other sales—that no allowances for damages, &c., would be made. That announcement was made at all the sales, and at that one in particular.

Question. Have you any distinct recollection of making the announcement at that sale ?

Answer. I know I made it.

Question. How do you know it ?

Answer. I know by the fact that I made the declaration at every sale I made. I know the same as a man knows who goes to bed at night. I *know* I made the declaration. There is evidence enough all over town to prove that.

Question. At what time did you make it ?

Answer. Of course in the beginning of the sale.

Question. Was there a large number of persons present ?

Answer. I believe there were as many as usual.

Question. Do you recollect of seeing the gentlemen who made the purchase, Ward & Gore, on the ground ?

Answer. I do not know whether I saw them or not.

Question. Do you know whether either of those gentlemen were on the ground or not ?

Answer. I believe they are there at every sale, or some one representing the firm.

Question. Do you recollect whether they were within hearing ?

Answer. No, sir.

Question. Have you any recollection now of making this announcement at that particular sale ?

Answer. Yes, sir.

Question. I will ask you again, who were present at that sale ?

Answer. It would be difficult to tell who were present, but the purchaser was present and the auctioneer was present.

Question. Was the prize commissioner present ?

Answer. Yes, sir, or his representative, as they generally were. The announcement was made at the beginning of the sale, as usual, and the whole company was there to hear it. There never has been a sale that had not terms to it. The terms in this case were announced at the commencement, in the hearing of everybody.

Question. Now I want to know whether the prize commissioners were there?

Answer. I do not know. I think Mr. Elliott was there. I never saw Mr. Owen there. Oh, yes, I do remember seeing him once, at the sale of the Hiawatha.

Question. Who purchased the tea and coffee in that cargo of the Ann?

Answer. I do not remember. I have the account in my books. I think Mr. Gore.

Question. I am endeavoring to get at your recollection.

Answer. I will tell by my record, and that I will swear to, but I do not profess to remember all who were at the auction sale, when there might be a hundred or more present. I think Ward & Gore did purchase one lot.

Question. What do you think Ward & Gore purchased?

Answer. They purchased either the tea or the coffee.

Question. Well, which?

Answer. I will not undertake to give it without the record. I am not going to put my recollection down about every sale against my record.

Question. I am not arguing the matter.

Answer. Well, I am—arguing to protect myself.

Question. I am only asking these questions for the purpose of ascertaining the facts.

Answer. With a view of impeaching my own testimony.

Question. No, sir; but for the purpose of ascertaining what your recollection is.

Answer. Well, I recollect that the sale was commenced, and that when it commenced an announcement was made that no allowance would be made for damage, or short weight, or anything connected with the sale, and my books will show to whom the goods were sold.

Question. Well, we, of course, can ascertain the fact; but I want to know whether you remember it.

Answer. I think that both the tea and coffee were bought by Ward & Gore. That's my recollection; but they may not have been.

Question. Do you recollect the price?

Answer. I think the tea was 30 cents a pound, and the coffee 29; but I had rather not make any record of my prices here till I get the books.

Question. Do you know whether the purchasers of this property took it and paid for it?

Answer. I do not remember. My books will show.

Question. Have you any knowledge of any instance in which persons who purchased under such circumstances as we have detailed here declined to take the goods purchased at the prices bid?

Answer. Yes, sir; I have heard of such cases.

Question. I want your own knowledge on that subject.

Answer. Well, in one cargo some $80,000 worth was purchased by a man who gave his name as Holmes. Holmes said he bought the goods for Ward & Gore. I think he said so, and his arrangements were with them, and they ought to know all about it. Holmes was one of the purchasers. He had another man with him in the purchase, but I don't know his name. This was the cargo of the Stettin steamer.

Question. Was it the whole cargo?

Answer. Yes, sir. The other man, I am reminded, was named Smith, and Holmes and Smith made a purchase of $80,000, and one of them, Holmes, told me he purchased for Ward & Gore. That is what he said. I don't know whether there was any truth in it, but he certainly said that he had arranged the purchase. The goods were bought for Ward & Gore, and he had arranged the matter with Mr. Elliott.

Question. About what time was this?

Answer. I do not remember. My books will give the exact date.

Question. I prefer that Mr. Draper would state his recollection.

Answer. I do not remember the day of the Stettin sale. I will not put myself in a bad position by setting up my memory against my record.

Question. There is no sort of oppression intended, and no harm can come from stating your recollection.

Answer. I know that. I know, too, I am not here on trial, and my books will prove everything of that kind.

Question. Can you give the approximate time or day?

Answer. Well, I don't remember at all when the Stettin was sold.

Question. Did you make the sale yourself?

Answer. Yes, sir; that is, my son and myself. I am an auctioneer, and I was present.

Question. Do you remember who bid off the goods?

Answer. It was this man calling himself Holmes, and who was vouched for by gentlemen present—by Mr. Elliott and the marshal, or whoever gave direction to the sale.

Question. What terms did you make at this sale as to the time of payment?

Answer. It was 10 per cent. down, and the balance when the goods were taken away. The goods were to be taken away the next day.

Question. Were these goods delivered the next day?

Answer. No, sir; we could not find the man.

Question. On your striking the goods down to him and looking about for him to deposit the 10 per cent.?

Answer. I did not look about for him. The prize commissioners authorized me to take the bids of this man. It was for them to object—not me—if they had not been satisfied.

Question. It was not a uniform rule, then, to deposit 10 per cent. at the time of sale?

Answer. It was waived in a good many instances. I do not know as we took a deposit that day. It is demanded of nobody, except strangers or persons known to be irresponsible.

Question. I understood you to say that the usual terms were 10 per cent. down?

Answer. No, sir; only where parties were not known, or not known favorably. It was a sort of rule, but enforced in very few cases.

Question. Now, what occurred after the sale in regard to this cargo? You say they did not take the goods.

Answer. They were sold over again by the same parties, and bought in again. Then they were sold over again in the same way.

Question. Did these same men ever buy again?

Answer. Oh, no; one sale was as much as they could stand. They never appeared again.

Question. You say they were exposed again for sale and a portion sold, and still again, before a purchaser was found to take them?

Answer. Yes, sir.

Question. On what occasion was it when you say that Mr. Holmes told you that he had arranged with Mr. Elliott?

Answer. It was the next day, I think, when we found the gentleman didn't come up. The marshal and commissioners made all such arrangements; we were never allowed to do anything of that kind. The way I found out this man Smith was, he was passing in the street near our office, and one of our young men saw him. We called after him; had him come into the office, and asked him about that purchase. He seemed quite surprised, and said,

"Why, haven't Ward & Gore made arrangements about that?" and he said he had fixed it with Mr. Elliott.

Question. The substance of the matter, then, was, that Ward & Gore were the real purchasers?

Answer. Yes, sir.

Question. I understood you to say there was some allowance made on this cargo of the Stettin.

Answer. I think so, sir; my books will tell. (Mr. Draper taking in hand one of his books.)

Mr. Jordan. I must insist upon your confining yourself to your memory. I will not continue the examination unless you can do that.

Answer. I am perfectly willing you should stop here, as far as I am concerned. I think, however, there was some allowance made. I made no allowance myself. The allowances were all made by the marshal, or the prize commissioners.

Question. Was anything done further than to expose this cargo for sale?

Answer. I do not remember.

Question. Was there anything in the manner in which the subsequent sales of this cargo of the Stettin were made which you think was improper?

Answer. I do not remember that there was. After ascertaining that the purchasers did not come forward, we put up the cargo again until it was finally disposed of.

Question. Do you recollect other instances in which purchasers failed to take the goods purchased?

Answer. Oh, yes; but I have had no access to the books lately, and I do not remember them. I had nothing to do with making allowances. I know that a party applied for an allowance on some cotton, but I had nothing to do with that.

Question. Are these the only instances you recollect?

Answer. I have been told that there were allowances made through the courts, in some cases, through the representations and upon the affidavit of parties, and through counsel; and they obtained reductions through the courts to a large amount.

Question. Who were these parties?

Answer. Well, there was Nevins & Co. They reside in Boston, and have an agent here. They purchased some cotton. I do not remember how long ago; seven or eight months, perhaps.

Question. Was the sale made by yourself?

Answer. Yes, sir.

Question. At what price?

Answer. At 85 or 90 cents a pound, I think.

Question. They did not take the cotton?

Answer. Yes, they did.

Question. But not till after an allowance was made?

Answer. I suppose not. I did not deliver the cotton. I remember now they did complete the purchase, and paid the price. Afterwards I heard they got a large allowance. Nevins's partner told me that there was more water in the cotton than he bargained for. I said: "You remember the terms of the sale." He said: "I do; but what can I do about it?" I said: "There is only one way of getting redress—go to the marshal and tell him about it." I think I gave him a note to the marshal, saying who he was, and speaking of his application to me. My son, I believe, thought it was just to make the allowance. He had a right to ask for it, at all events.

Question. In what form were these applications made to the court?

Answer. I do not know; I have no knowledge about that.

Question. Do you know whether it was a written application?

Answer. I do not. He put his claim finally into the hands of Martin, Smith & Co., lawyers, and they obtained the allowance by regular process in the courts. At all events, I know they got it.

Question. Have you heard of instances of allowances being made other than by order of the court?

Answer. I do not remember.

Question. Were you ever present in court at the time of application?

Answer. No, sir.

Question. Do you know whether the district attorney, marshal, counsel for captors, prize commissioners, any or all of them, were notified of the application, or whether they favored or opposed?

Answer. No, sir; I do not remember. I have as much as I can do without watching those gentlemen.

Question. Had you any previous acquaintance with Nevins & Co.?

Answer. Yes, sir; I have known them twenty-five or thirty years.

Question. Do you remember the terms of your note to the marshal in behalf of Nevins & Co.?

Answer. On the whole, I am not certain that I sent a note; but I think I just sent my son up there.

Question. Do you know whether the prize commissioners were inquired of as to that allowance?

Answer. I do not.

Question. To whom do you refer when you say that these officers favored the allowance?

Answer. Well, I think I saw that there was no opposition. I never had any conversation with them as to whether the officers opposed or favored Nevins.

Question. Do you remember any other case of allowance?

Answer. Yes, sir; there was one case where a party obtained an allowance which he claimed because these other allowances were made. This man was named Jenkins.

Question. Was that a late occurrence?

Answer. About the same time as Nevins's.

Question. Under what circumstances was that claim made?

Answer. Well, they said the officers and court were disregarding the terms of the sales, and they didn't see why one man hadn't as good right to allowances as another, and so they put in their claim. This man is Charles Jenkins, of the firm of Ashbar & Jenkins.

Question. Have you any knowledge of any allowance being made in any other way than by the courts?

Answer. No, sir; I know no other way in which one could get an allowance.

Question. Do you know of any instance in which the marshal or prize commissioners have in any way released purchasers from the obligations of their contracts by their own action?

Answer. I think there was a case, that of Mr. Murphy, who bought a lot of cotton, and they released him. They also released Holmes and Smith. The trial of that question with them would have been a safe thing to have done. I do not know all the releases they have made. By reference to my books I could tell.

Adjourned to 10 o'clock next morning.

TUESDAY, *May* 5, 1863.

Examination of Mr. Draper resumed.

Question. Mr. Draper, it is charged that there are cases where the prize commissioners, Owen and Elliott, and Mr. Murray, the marshal, have made returns which were not known to the court; in other words, that they themselves made allowances, and took less prices for goods than the property was knocked down to the purchasers for, without the action of the court. You recollect that I asked you yesterday about that?

Mr. Draper. I have been devoting myself to other things. I cannot recollect everything; and yet I do remember three distinct cases, and I have them here. Yesterday, when you asked me, I had not looked at the matter, had not examined my books; since then I have looked up the cases. Here is one case that occurred October 21, 1862. A hundred and three casks of rice were purchased by a man named Lovejoy. Allowances were made after the purchase by the signature of Messrs. Elliott, Upton, and Murray, through me.

Question. Who made this sale?

Answer. I made it.

Question. Do you remember the price at which the rice was sold?

Answer. I do not; the books will tell.

Question. On what grounds were the allowances made?

Answer. I do not know; I made no allowance. They directed me to make the deduction. I have the order and books in my possession, and here is the order, (which Mr. Draper read.)—(See Exhibit 1.) Included in the same sale here is another allowance, signed in the same way, concerning twelve hundred and fifty-three bags of rice sold to Ward & Gore.—(Exhibit 2.)

Question. I understand you to say these allowances were made in accordance with the recommendations in these letters?

Answer. Yes, sir. Here is another case of allowance for tare.

Question. This is the memorandum furnished by the prize commissioners to you.—(Exhibit 3.) Did you examine this rice yourself?

Answer. No, sir; I had nothing to do with the sale of any kind or description except to cry the sale, sell the property, and when we took the money for the sales make out the bills, send them over to the stores, and they delivered the property.

Question. Did you ever learn upon what grounds this allowance was made in case of the rice?

Answer. No, sir; I never knew the grounds. I knew there was no reason for it. Now, sir, in the case of some coffee sold from the Stettin, here is an order from the marshal.—(Exhibit 4.) In this case the coffee was sold at 27½ cents, and afterwards was recharged to the purchasing party at 20½ cents per pound. The terms of all the sales were without allowance.

Question. Did you know of any grounds for a reduction in this case?

Answer. No, sir; I knew nothing, only that the allowance was made; nothing, only what others say. I know of no application to the court for reduction or allowance in this case. I think I am mistaken in the ship. This coffee was in the sale of the cargo of the Ann. I do not profess to keep in my head the ships and dates, and matters of that kind, but my books will show.

Question. You stated that you knew of three cases of this kind.

Answer. Yes, sir; three orders from the marshal have been introduced, and they speak for themselves.

Question. What I understand you to do now, Mr. Draper, is to still in-

sist that a part of the cargo of the Stettin was sold to Ward & Gore, and that an allowance was made from that sale to Ward & Gore.

Answer. I do not remember certainly. I am engaged in other things. My books will give you every item.

Question. Do you now desire to correct your statement as to the cargo of which this sale was a part? Do you still say it was a part of the Stettin or the Ann?

Answer. If you will allow me to refer to my books I will tell you exactly.

Mr. Glassey. I remember when this misunderstanding occurred. Mr. Draper gave you three orders relating to sales of rice. Then he gave you another order, concerning a lot of coffee sold from the steamer Stettin. It appears from that order that a portion of that same coffee had been sold to private parties at 27½ cents, and I understand the fact to be that Mr. Draper does not now remember whether it was from the cargo of the Stettin or the Ann.

Mr. Jordan. Yes, but what I want to know is whether he still expresses doubt upon that point.

Answer. I have no doubt about the facts, but I do not remember whether it was the Stettin or the Ann.

Question. Do you know of still other cases in which allowances have been made to purchasers?

Answer. I have no recollection at this moment.

Question. Do you know whether, in either of these cases, any application for allowance had been made to the court?

Answer. I believe they had in the case of the Stettin.

Question. You mentioned some cases yesterday where the purchasers failed to appear and take the goods they purchased. Was that a frequent occurrence?

Answer. I think we sold over goods frequently.

Question. Was there no mode which could have been resorted to to prevent that difficulty?

Answer. No, sir; none but to refer the party to the prize commissioners. There was a way, by selling the goods and demanding the cash on the spot, but where persons are known that is not done.

Question. Would it not be practicable to demand a portion of the price down?

Answer. Undoubtedly.

Question. Would that have been unusual?

Answer. No, sir; where the parties are doubted at all it is usual to demand part payment. At ordinary sales the auctioneer is always at liberty to call for a deposit if he has any doubt as to the purchaser.

Question. Is it usual to demand the whole or any considerable portion of the price of purchase in hand?

Answer. That depends on circumstances; sometimes we demand payment on the spot, sometimes we require ten per cent. down, and then again you see terms on some catalogues that the purchasers will have to pay down unless they are satisfactory to the marshal.

Question. Would it have been unreasonable to demand twenty-five or fifty per cent. of the purchase money in hand?

Answer. I should want to know who the parties were; and if not well known or responsible, I should do it certainly.

Question. You think it would not have been regarded as unusual to make a general rule of that sort?

Answer. It would have been right to make the sale satisfactory to the marshal; if not, I do not think such a rule would be regarded as unreasonable.

Question. That would have secured compliance with the terms?

Answer. Undoubtedly. If twenty-five per cent. had been required down, I suppose they would have taken the goods.

Question. In regard to the stores in which the goods were deposited, did the proprietors of those stores sustain any general relationship to the government? Had they been employed as depositaries of other government goods?

Answer. I do not know anything about that.

Question. Do you know of any special reason which led to the selection of their stores?

Answer. I do not know who selected them. I do not know anything about that matter in any way or form.

Question. In this statement furnished by you to the Navy Department, you say in regard to a part of the cargo of the Ann, that on or about the second of December, after the sale, and before application was made for a reduction of the price, Mr. Elliott directed the weigher of goods to weigh liberally. Was that a matter of your own knowledge?

Answer. It was published upon the statement of the weigh-master. You have his statement in writing in an affidavit.

Question. You state further, that, in pursuance of this direction, the weigh-master actually made a reduction of ten pounds per bag on the coffee, and three pounds a package on the tea. Do you know whether that reduction came to the knowledge of Mr. Elliott?

Answer. I do not know anything at all about that; I only know what the weigh-master states.

Question. You do not know whether these commissions were actually allowed by the weigh-master, or not?

Answer. No, sir; I do not know.

Question. I will now ask you whether there is any other matter connected with prize proceedings, or the sale of prize property, in this port, which you consider to be an appropriate subject of investigation?

Answer. I have no question but that there are a great many matters which ought to be investigated. I do not know, of my own knowledge, of anything else—only what other people say. These statements of mine were left with the Navy Department previous to the passage of the late law. They remained there till I went to Washington, and nobody that I could find could give me any information in reference to the new law. I suppose there was a letter forwarded in reference to getting up jobs, in which reasons were given for a change of the auctioneer, and I understand the law to have been passed without the knowledge of the Navy Department. It was not submitted to them. I understand that parties there made arrangements to make this a still closer corporation. They thought an auctioneer was not needed, except one of their own kind. I think the investigation should go so far as to inquire about the application for a new law, and the reasons given for it. I should be very glad to know if they had any fault to find with the auctioneer. I mean to say the change was made under a pretence, and by representations which were not submitted to the Navy Department. All chances for fraud were not removed from a law which gave power to one man to receive all the prize goods which come into this port, to discharge the vessel, to store the goods, to take account of them, to make arrangements for the sales, and all to be done by one or two men, and they only to be accountable for the goods when sold, and the auctioneer not to know anything about it, further than to cry the goods. I was strictly forbidden to have anything to do with the goods after the first or second sale. I want you to examine and see what was the motive for all this in the law. You are here, Mr. Solicitor, as I understand it, to examine into the motive, origin, end, animus,

and reason for passing that law. Even the department itself is not advised, to this day, of the reasons for getting up that law. Mr. Welles and Mr. Fox both assured me that they had no knowledge of anything connected with the auctioneering—appointing power.

Mr. Jordan. If it should turn out in the course of the investigation that improper appliances in making that law had anything to do with that passage, as a matter of course it will be inquired into.

Cross-examination.

Question by Judge Kirkland. I do not think it very important to examine Mr. Draper further, because what he knows comes principally from those books; but I would like to put to Mr. Draper this question: Whether there is anything else connected with the subject under investigation with reference to improper charges on the part of anybody, or improper allowance, by which this prize money has been reduced at all.

Mr. Jordan. Oh, yes, I omitted that question. I want specially to know about the manner in which charges for pilotage, for the supervision and care of vessels, for wharfage, for storage of goods, and every other matter involving expenditure.

Answer. In order to get at that, Mr. Jordan, I would refer you to people conversant with those things, such as ship-brokers and others, who will be able to give you all that information, and I have no doubt will be very willing to do it.

Question. The subject of towage, also, has been brought to my attention, and I have inquired something about it. Have you learned in any way anything about the rates of towage which have been charged for these prizes?

Answer. I do not know. I never looked into that matter.

Question. You do not know whether they were usual or exorbitant?

Answer. I do not. There are parties, experts and others, who can tell.

Captain Charles H. Marshall. I would state, as one of the pilot commissioners, that the charges for pilotage have been rendered in bills in large numbers, and I believe up to the present day they have been unable to collect a single one. This has gone so far, that when prize vessels appear off our coast, the pilots refuse to board. In one instance a pilot went aside from his duty, which he had no right to do, and we had him up before the board, and he said, "Gentlemen, no pilot has got a cent for his work—it is hard to pilot for nothing." But we suspended him because he had no right to make that defence.

Mr. Upton. Do you know the reasons for not paying the pilotage?

Captain Marshall. I do not. I only know they have applied for their money and have not been able to get it.

Judge Kirkland. Mr. Draper, will you now please reply to the question I asked you a short time since?

Answer. I think I have presented all that matter very fully. I do not think of anything further except, perhaps, one matter where parties made $200 for not opposing a case in court, and $50 to another gentleman for a similar purpose.

Mr. Owen. It would be right, Mr. Draper, for you to state the names in this case.

Answer. I have stated the name. It is perhaps well, sometimes, not to give information about parties until you know exactly about the facts. I have known cases where you couldn't get the witnesses at such a statement. I had rather people would state what they know for themselves. The case I refer to now is that of Mr. Jenkins, who says he got $600 net, back from his purchase. To do it he paid $200 to Mr. Owen, and Mr. Upton got $50.

Question. In what connexion, Mr. Draper, was this statement made to you, and for what objects did Mr. Upton and Mr. Owen receive this money?

Answer. The claim was made in consequence of the facility with which the return was made on that sale of tea and coffee. Jenkins said he didn't see why he shouldn't have an allowance as well as others; and the reason they asked for it was, that they could get it by paying some small fees and going to court. It was a sale where Ladd and Jenkins were united together in a purchase. They claimed some reduction from the price which they had agreed to pay.

Question. They stated that $50 was paid to Mr. Upton in consideration of his giving his assent.

Answer. Yes, sir; or, as I understand it, as a legal fee for his services in getting the allowance.

Question. You said something about their getting back $600?

Answer. Yes, sir. They got about $600 net, after paying legal fees. The $200 he paid to the law partner of Mr. Owen, as counsel.

(In this case see Exhibits 5 and 6.)

Mr. Draper. Now, Jenkins is ready to swear to that, and he can be forthcoming any time you want him.

Mr. Owen. Can you state, Mr. Draper, about what time you made the first sale of prize property?

Answer. I cannot. I can tell from my books.

Question. Can't you tell what year?

Answer. Well, in 1860, or fore part of 1861.

Question. Did you sell prior to the 25th of March, 1862?

Answer. I do not remember.

Question. You remember the act of Congress of that date, do you not?

Answer. No, I do not.

Question. You remember that law under which you began to act?

Answer. I began to act when the marshal went into office.

Question. Did you make a sale prior to March, 1862?

Answer. I do not remember. I can tell from my books.

Question. Do you not know that prior to that time prize sales were conducted by the prize commissioner under interlocutory decrees?

Answer. I believe there were interlocutory sales.

Question. And sold by other auctioneers under the direction of the prize commissioners?

Answer. Yes, sir.

Question. Did you not object to that, saying that those sales belonged to you as auctioneer?

Answer. Never, to my recollection. I do not recollect of ever saying anything at all about it to anybody.

Question. Did you not urge the district attorney to insist on his deputy making or appointing an auctioneer to make these sales?

Answer. I never did, sir.

Question. What part did you take in the passage of the act of the 25th of March, 1862?

Answer. None, whatever.

Question. Did you in your earlier sales of prize property get up the advertisements?

Answer. I never got up any advertisements. I got up a catalogue once or twice.

Question. When cargoes of vessels were sold, they were sold on the deck of the vessel, were they not?

Answer. Yes, sir; on the deck of the vessel, by direction of the court. I think there were three vessels sold at one time—one at Williamsburg, one

at the Atlantic dock, and one near Fulton ferry. I had to go to one, my son to another, and I believe the marshal sold one.

Question. Were all these prize sales?

Answer. Some of them were revenue sales. I am not sure but they all were. I do not think they had anything to do with the prize commission.

Question. What was the first and principal prize sale for the marshal?—not a revenue sale.

Answer. The Hiawatha.

Question. What was the cargo?

Answer. Tobacco was the chief article.

Question. I understood you to say that was sold in bulk.

Answer. No. I said that was an exception—it was sold by the pound. In some cases we sold at so much per lot.

Question. You conducted that sale yourself?

Answer. I did.

Question. Do you know how it was advertised?

Answer. I do not. I know we had a good company of first-class men—the best in the country.

Question. Was there not a speculation in tobacco just about that time?

Answer. Yes, sir; there was a good deal of excitement on that sale.

Question. Was that cargo sold in parcels?

Answer. Yes, sir; in parcels, according to the catalogue.

Question. Had the parcels reference to bills of lading?

Answer. I think they had.

Question. Did you discover anything objectionable about that sale?

Answer. No, sir.

Question. Anything objectionable about the advertising?

Answer. Nothing that I know of.

Question. What was the gross result of that sale?

Answer. Well, about—

Question. Were the terms of that sale announced at the time of sale?

Answer. Yes, sir.

Question. What were those terms?

Answer. I cannot tell exactly. They were the usual terms—no allowance for damage, &c.

Question. Do you remember that I was present and asked you to state particularly that there would be no reclamations?

Answer. Yes, sir; I remember that. The precise terms are here in my book—(which Mr. Draper read.)

Question. Now, the terms of payment at that sale: what were they?

Answer. Ten per cent. down, and the balance on delivery. I think those were the terms; at all events, the terms were cash.

Question. Was any portion of the purchase-money paid on the spot?

Answer. I think there was no case where money was paid on the spot.

Question. You never exacted payment right down at the close of the sale?

Answer. I believe not.

Question. Where did purchasers go to make their payments?

Answer. To me.

Question. Were all the moneys paid to you?

Answer. That's my impression.

Question. How soon after the purchase was the money paid?

Answer. I do not know. The books will tell. As soon as the property could be delivered, usually.

Question. What did you do with the money?

Answer. Passed it to my credit in bank.

Question. What bank?

Answer. Bank of the State of New York.
Question. In general account, or trust account?
Answer. Trust account.
Question. How was that trust account opened?
Answer. In trust—that's all.
Question. In trust for the State?
Answer. No, sir.
Question. How long did the money remain there?
Answer. Till it was called for by the marshal.
Question. How long was that?
Answer. I do not remember. He never called for it without getting it.
Question. Did it not remain there for weeks?
Answer. I do not remember. I am prepared to meet all those points. I prepared for that sort of thing when I started in business.
Question. Were any reclamations made on any of those sales from the cargo of the Hiawatha?
Answer. I do not know, sir.
Question. Did you ever refer anybody to me, as prize commissioner, for reclamations?
Answer. I considered you one of the prize commissioners. I do not remember ever saying, "Go to Mr. Owen." Mr. Elliott seemed to me the active man, but I do not remember sending to anybody but to the prize commissioners. I supposed you were acting with the other.
Question. Now take the other sales: I will ask you, as a general thing, were or were not all the sales which you made well attended?
Answer. They were generally very well attended at first, but at the time these mock-biddings commenced, they found that goods were run up and bid upon by irresponsible parties who could get reductions on them; the responsible purchasers would no longer appear. Sturges, Bennett & Co., Mr. Scott, and several others, stated that they would not attend, because it was entirely useless. Coffee would be sold at 30 cents a pound, and the purchasers could go away and get a reduction, and they would not compete in such transactions.
Question. Now, about what time did that practice commence?
Answer. I could not tell; my books will show.
Mr. Owen. If the Solicitor will permit it, I should like to have Mr. Draper's books referred to on that point.
Answer. (Mr. Draper taking up his books :) I think the first discovery of that kind I made was in the case of the Stettin.
Question. Previous to that time, had not the purchasers generally taken and paid for their purchases within as reasonable a time as they do at other sales?
Answer. Well, I should think so.
Question. What did you do on your part, as an auctioneer, to obviate or remedy these practices?
Answer. My dear sir, I had nothing to do with it. I was the auctioneer. The terms of sale were ordered and put into any shape that the marshal or prize commissioners chose to direct. I think, however, the marshal was alone in the conduct of this sale. I do not think the prize commissioners were connected with that. But the marshal put upon the catalogue, for the purpose of avoiding this thing, that no bid would be taken from any man, directly or indirectly, interested with the prize commissioners or the marshal. At last he got upon the catalogue that we were not to receive the bid of any one who was not acceptable to him or to his representative; and when the hammer went down, the question was asked, "Marshal, is this name satisfactory to you?" If so, the sale went on.

Question. Did not you suggest to the marshal that this practice should be stopped by demanding 25 per cent. or so right down?

Answer. I do not know whether I made that statement or not. It was no concern of mine. I was specially required to mind my own business.

Question. I understand you to say you did not make that suggestion.

Answer. The suggestion made itself. The act itself suggested its own remedy. It was not for me to urge it. The conditions of the sale were, that the bidder should be satisfactory to the marshal, and the terms of payment were 10 per cent. cash down.

Question. Why did you waive that 10 per cent?

Answer. Because the marshal stood right there, and it rested with him and the prize commissioners.

Question. What do you mean by resting with the prize commissioners? I did not authorize you to depart from the rule of paying 10 per cent. down.

A. Well, at all events, the goods were sold according to order.

Question. You are sure it wasn't your own act?

Answer. Yes, sir; I am sure of that. I never knew, in all the sales I have made, a case where the money has not been paid to the auctioneer, and other proceedings left to his direction, except in these very prize cases. I wanted none of the money.

Question. You did not suggest to the marshal that if he would require 10 per cent. down it would stop this fictitious bidding?

Answer. I do not think I ever did. I might have done it twenty times, but I do not remember.

Question. That would have stopped it, wouldn't it?

Answer. Yes, sir. Cash down would have done it.

Question. Did you make complaints to the district attorney of the irregularities in these sales?

Answer. I think very probably I had some conversation with him in regard to it. I know he always agreed with me as to the impropriety of it.

Question. When you found persons bidding who did not come forward and pay for the goods, did you suggest to the district attorney that these irregularities ought to be stopped?

Answer. I do not remember. I talked frequently with him about the sales.

Question. Did you suggest that fact?

Answer. I don't know but I did. I was very careful not to interfere in what did not concern me. I was told not to do anything but sell. That is what they published in the Tribune and other papers—that my business was to cry the sales.

Question. Do you know of any instance where the sale conducted by you as auctioneer was unfair?

Answer. No, sir; not that I know of.

Question. Was there any instance, at any sale, where you struck down property to bidders without dwelling as long as you thought reasonable and proper?

Answer. Never, sir, since I was born.

Question. I only ——

Answer. Well, I only ——. I want you to understand that you can't scare me.

Question. Was there ever any favoritism shown by you to certain bidders as against others?

Answer. Never, sir. That is no practice of mine. That's the beauty of paying one and a half per cent. to one auctioneer, and two and a half to another.

Question. Had you any interest in any sale made by you?

Answer. Not one dollar.

Question. Did you ever buy anything at any sale?

Answer. Never, sir. I bought some Champagne once of a man who did buy it at one of the sales.

Question. Who was that?

Answer. Mr. Jenkins.

Question. Was that the same Jenkins you have been speaking of?

Answer. The same man.

Question. What did you pay for it?

Answer. Seven dollars.

Question. Was that a fair price for it?

Answer. It was all I could get for it. You will find out, if you push a little further, where it went to. It didn't go a great ways. To tell the truth, it wasn't good enough for me.

Question. Did not the prize property sold by you usually bring a fair price?

Answer. I think so, sir.

Question. Do you know of any instance where the property seemed to be sacrificed?

Answer. Oh, such things often happen at all sales. More advertising and getting more people there often sells more goods and at better prices. For example, if you undertake to sell a steam-mill to a company who do not buy steam-mills, you might as well undertake to sell law. You must advertise, so that steam-mill buyers will be drawn to the sale.

Question. Generally speaking, then, this prize property sold at a fair value?

Answer. Yes, sir; considering its location, the amount of advertising, exhibition of the goods, &c., it brought a fair price.

Question. Do you think the Hiawatha, for instance, might have brought a fair price?

Answer. I think it might. I think it stands to reason, that if better facilities had been granted, it would have been far more beneficial to the sale.

Question. How much would it have cost to have removed that cargo over to this city for sale?

Answer. A good deal, I've no doubt.

Question. Do you think it was practicable to have removed the property stored in these houses in Brooklyn over to New York for the purpose of sale?

Answer. I think it might have been sold by sample. Instead of removing it, I would have brought samples over here, and let the bulk of the goods remain over there. I would have sold after at least a week's examination in the city of New York.

Question. Have you been accustomed to judicial sales?

Answer. Yes, sir.

Question. Is it customary to sell by sample when one judge orders one way and another another?

Answer. Oh, you know what I mean by selling by sample.

Question. Would not selling by sample have been tantamount to a warranty that the bulk of the goods was according to sample?

Answer. No, sir. As to the cargo of the Hiawatha, I would have produced samples in this city, and I would have said to examiners: there are the goods, the bulk of which can be found at such a store at the Atlantic dock. At that store each package should have been regularly presented, each with a distinguishing mark. There should have been exactly the same examination, only a great deal better than the one you refer to. That would have been a sale by sample.

Question. Now, about the storage: were not those stores large and appropriate for such a purpose?

Answer. They were large and dark, and very detrimental to the proper exhibition of merchandise. They are very dark, especially on a rainy day. I say they are too dark to sell and exhibit goods in the way they were exhibited there. I do not know but I should have done exactly as the prize commissioners would have done; I am only telling you what would have been a great deal better.

Question. Were there better storehouses in Brooklyn where this property could have been placed?

Answer. I do not know as there were; I rather guess not. But I don't believe anybody who wished to do the best he could was ever caught exhibiting dry goods in such stores.

Question. Were there not other goods besides dry goods?

Answer. Oh, yes; there were assorted cargoes, from a pin to a fifteen-inch gun.

Question. Did you employ, after the sales in any case, weighers, gaugers, or other persons, to do anything with the cargo you sold?

Answer. None, sir. I do not know what might have been done; I did not do anything. I do not remember anything about that.

Question. Who paid these men when they were employed?

Answer. They were paid by me, under direction of the marshal.

Question. Were the bills you paid reasonable and proper?

Answer. I presume so, sir; I took it for granted they were.

Question. I inquire of you as a man of judgment in such matters?

Answer. I know nothing about the weighers' bills.

Question. Did any bills come under your knowledge which seemed to you to be improper?

Answer. What kind of bills?

Question. Any bills connected with these sales of prize property.

Answer. I do not think it would be difficult to refer you to bills of storage which are decidedly improper.

Question. What other bills were improper?

Answer. I do not remember any in particular. Other people know more than I do about the bills.

Question. Were the pilot bills improper?

Answer. I do not know.

Question. Were the storekeepers' or watchmen's bills improper?

Answer. No, sir. I understand they are paid by the proprietors of the storehouse.

Question. Now, sir, the money arising from the sales: was that in all cases paid to you?

Answer. In pretty much all.

Question. What became of the money?

Answer. I deposited it in bank, the same as in all other cases.

Question. Did you pay over to the marshal all the money you received from sales?

Answer. Yes, sir; all except my commission.

Question. Why did you deduct your commission?

Answer. Because I had a right to.

Question. Did you not know that the law required the payment of all the money arising from these sales?

Answer. No, sir; I did not. I know I had a right to get my pay, and I did get it.

Question. So the pilots and storekeepers might say. You had the advantage.

Answer. Yes, that's a fact, and I took it.

Question. Then in all cases you deducted your commission, and then paid over the balance to the marshal?

Answer. Yes, sir; and I have done that with my patrons ever since I have been in business, now twenty-five years.

Question. Did you deduct anything for advertising?

Answer. I believe not. I do not think there was any advertising of mine to deduct.

Question. Have you an account of all that?

Answer. Yes, sir, exactly; so has the marshal. Every cent and everything about it will stand just as square as anything in this country. If not, I will give my head for a football.

Question. What part did you take in procuring the passage of the joint resolution in Congress in July, 1862?

Answer. No part at all. I did no lobbying in this business.

Question. Did not you telegraph to the marshal about it?

Answer. Perhaps I telegraphed that it was passed. I took no part in getting it passed, and did not care anything about it.

Question. Did you make any complaint in regard to prize business prior to the time you laid it before the Solicitor or other officers at Washington.

Answer. Certainly I did. I complained to the marshal about waiving these deposits, and about the terms and management of the sales generally. I told him there was fraud in them, and he ought to see where the fraud was. He told me to go ahead, and I did go ahead. I supposed he was in earnest, or I never should have gone as far as I did.

Question. What time was this?

Answer. About the time they got that allowance on coffee.

Question. Did the district attorney know about these irregularities?

Answer. I think I stated to him positively that these things were outrages, but he did not know much about them. He was away, out of the city, a good deal.

Question. At what time did you complain at Washington?

Answer. I did not complain at Washington. I made that paper, and my son laid it before the authorities at Washington in January or February. I think it was about the middle of January.

Mr. Jordan. The 15th of January is the date of your note.

Question. Mr. Owen continued: Was that letter taken on by yourself or by your son?

Answer. By my son.

Question. Who went on with him?

Answer. I do not remember.

Question. Was it Mr. Wood?

Answer. No, sir, not to my knowledge.

Question. You have stated that in the case of the Ann you gave notice at the opening of the sale that there would be no reclamations allowed. Now, please state the words you used.

Answer. Well, as near as I can recollect, they were, that no deductions would be made for damages, no allowances whatever for short weight or anything of that kind, and that the goods were presented and would be sold as they were. I told the audience to look over the catalogue, and they would see for themselves.

Question. Did you announce this, or your son?

Answer. Either he or I did; it is the same thing. The sales were all very much alike, and always the same terms.

Question. Do you recollect whether you sold any portion of that cargo of the Ann yourself?

Answer. I do not.

Question. Do you recollect whether you were present at the sale?

Answer. I do not. Either my son or I sold the cargo; it is the same thing.

Question. In the case of the cotton, where an allowance was made, was that the first case?

Answer. I do not know.

Question. As far as you know, I want you to say what vessel that cotton was aboard of.

Answer. I could not say. (Referring to his book.) I think it was aboard the Napoleon's cargo.

Question. Did you make that sale?

Answer. I think I did.

Question. Do you recollect the terms of that sale?

Answer. Yes, sir; they were all alike—no allowance, &c.

Question. Now, sir, to whom was the application made for allowance after that sale?

Answer. I do not know, sir. I knew a man next door to me who bought a part of it. He made application to me for an allowance. Whether that was the first application or not I do not know. I told him no allowance could be made. I reminded him of the terms of sale, and referred him to the marshal.

Question. Why did you refer him to the marshal?

Answer. Because he had some control over the matter.

Question. Did not you recommend the marshal to make the allowance?

Answer. No, sir; never. The terms of the sale did not allow it, and I wouldn't allow it. I have no recollection of saying a word to the marshal about it.

Question. Now, in any case of reclamation which you know of, notwithstanding the terms of the sale were precisely as you state, would it have been improper to make the allowances claimed?

Answer. Well, on a fair examination of the case, the property being examined by experts, the facts stated under oath over their own signatures, the auctioneer consulted, and everything conducted openly and aboveboard, then it is as fair a matter to allow reductions upon as anything else.

Question. Then, you think the case of the cotton a fair case of that kind?

Answer. I do not know anything about that case.

Question. Did not you investigate that matter?

Answer. No, sir.

Question. Were you not examined as a witness in that case of the cotton?

Answer. No, sir.

Question. Were you examined in any case where reclamations were allowed?

Answer. No, sir.

Question. How many cases of reclamation do you remember?

Answer. Only a very few. There might have been a great many, and I not know about them. I have heard of several, but do not know how many. I hear of a great many which I shan't say anything about till I know for certain.

Mr. Owen. I would suggest to the Solicitor that the witness ought to state what he has heard.

Mr. Glassey. I submit that it is not fair to ask the witness what he has heard.

Mr. Jordan. I do not consider this investigation as being governed strictly by the rules of a court of justice. We have proceeded all along on the supposition that it was proper to get at not only what the witness

knew, but what he has heard. We have to go in a sort of fishing way in an investigation of this sort. I think it proper that the witness should state what he has heard, as well as what he knows personally.

Mr. Owen. There is a great deal said in the community about this prize business. There may be a great deal of truth in it, just as there often is where there is a great deal said; and wherever the witness has heard anything affecting the regularity or justice of these proceedings, I think we are entitled to know the name of the individual reporting it, so as to be able to follow it up.

Mr. Draper. I shall not consider it right to tell all I hear around town.

Mr. Owen. Will you be kind enough, Mr. Draper, to state what you have heard from other persons connected with the general conduct of this prize business?

Answer. With regard to the prize commissioners?

Mr. Owen. O, anything—I don't care what.

Answer. I hear a great many things, but I do not feel myself at liberty to talk about what I hear, and give my authority, because I consider it confidential. It would hardly benefit the case to let everything be known too early.

Mr. Jordan. My desire is that everything should be investigated; and if we confine ourselves strictly to what the witnesses themselves know, there may be very much which we might learn which would escape our notice. It is, therefore, I think, entirely proper that the witness should state what has come to him from other persons as well as what he knows of his own observation. There is no power of compulsion, as a matter of course, residing in me to compel a witness to make answer to any interrogatory of that kind. Every witness will have to judge for himself as to his obligations under the circumstances.

Mr. Owen. Now, Mr. Draper, I want to know if anybody has told you that there has been anything wrong about these prize sales, and I want to know his name, so that I can call upon him and find out what it is. I do not think myself there has been so much injustice done as the public imagine, but I want to satisfy the public about it if I can.

Answer. Parties have given information to me in regard to exorbitant bills of storage, and the names of men have been handed in to me who, as they say, are ready to testify that property has been taken bodily from the stores and carried off.

Question. Will you give the names of these men?

Answer. Yes, sir; they are all here. But I supposed that in this investigation men should confine themselves pretty much to what they knew themselves.

Question. The committee prosecuting this inquiry were very desirous at the outset to have this matter all published. I am perfectly willing it should be.

Answer. I am perfectly willing it should be published, too.

Mr. Jordan. I want to know whether Mr. Draper declines to give these sources of his information.

Answer. I will give them at the proper time; I want to consult them first. I should think if you would examine Ward & Gore and others, for instance, you would find out very much in regard to these improper practices. I do not know half what many others do.

Question. I should think the auctioneer as much connected with the prize property and as well informed as almost any other person.

Answer. Yes; but in this case it is distinctly stated that the auctioneer is only a crier of the goods, and has nothing else whatever to do with it.

I will give the names of the persons with their consent and at the proper time.

Question. Will you give the Solicitor the names of persons referred to in your former answer who have informed you of irregularities or misconduct of any kind in regard to prize property, and all charges pertaining to the prize business?

Answer. I will give the names of some of them. There is Mr. O'Donohue, who has been in the habit of purchasing from time to time. Mr. Hagaman will give you information on storage matters. Mr. Wheeler, the storekeeper, will give you something; also the young man who is with him. I may be able to give you some more by and by.

Question. State, if you please, what those individuals told you.

Answer. They told me in regard to exorbitant bills of storage and property taken away from the store without being accounted for.

Question. Did they refer to the case of the Hiawatha?

Answer. I do not think they did.

Question. What case did they refer to?

Answer. I do not remember any particular case.

Examination by Mr. Glassey.

Question. Did you ever have any notice, Mr. Draper, of any of those applications for reductions before the reductions or allowances were granted?

Answer. I believe not.

Question. Were you ever invited by the marshal or the prize commissioners to examine any of these applications, or were you consulted with regard to them?

Answer. I believe not.

Question. Do you remember any case of reclamation or allowance in which you were consulted by the prize commissioners or by the district attorney?

Answer. I do not remember any case.

Question. In the making of these sales were you assisted by any one?

Answer. My son usually assisted me. He was generally present at the sales; in fact, almost always. Sometimes he actually made the sales. He often made a part of the sales. We changed off, he making one part and I the other. It was rather hard work for one alone. He was interested in the sales in every way.

Question. Were you ever consulted with regard to storing the goods?

Answer. No, sir, not at all.

Question. Did you exercise any control over that matter?

Answer. None whatever.

Question. Were you ever consulted in reference to the exhibition of the goods or their preparation for sale?

Answer. Not at all.

Question. Were the goods placed in your charge or under your control in any way prior to the time of sale?

Answer. No, sir.

Question. Did you have any control over the manner of exhibiting the goods prior to the sale?

Answer. No, sir.

Question. Were you consulted with regard to the extent or manner of advertising?

Answer. No, sir.

Question. Who gave directions with regard to that?

Answer. The advertising was made by the marshal and by the prize commissioners themselves.

Question. Were these sales usually attended by the marshal or any of his deputies?

Answer. Yes, sir, always. His deputy, Mr. Thompson, or Mr. Murray himself, always attended the sales.

Question. Did they give direction to the sales?

Answer. Yes, sir; they always had it their own way.

Question. Do you know whether any placards or posters were ever issued announcing these sales?

Answer. I think there have been. There were some printed, and I suppose they were posted.

Question. For all the sales?

Answer. For the first one or two, I believe; not after that.

Question. Was that usually done?

Answer. Yes, at extraordinary sales; but I do not consider it a universal practice.

Question. Have you any personal knowledge with regard to the manner in which these reductions were made except from the orders delivered to you?

Answer. No, sir.

Question. You have no personal knowledge, then, whether the reductions which came to your notice were made by the court, or by the marshal, or by the commissioners?

Answer. I know nothing except what the papers show.

Question. Did you sell these cargoes or portions of them more than once?

Answer. Yes, sir; some of them three times.

Question. Upon these goods what commission did you receive?

Answer. The same as if I sold them only once, and that commission was upon the actual proceeds.

Question. In how many places, to your knowledge, have these prize goods been stored?

Answer. I believe I know of only two—Wheeler's and Ward & Gore's. Turpentine and rosin were stored in different places, but I mean general cargoes.

Question. Were Ward & Gore purchasers at these sales?

Answer. Yes, sir.

Question. Do you know whether they still continue to have the storage of prize goods?

Answer. I do not know, but I understand they do. I think they are now taking in prize goods.

Question. Were the goods usually sold in the stores?

Answer. Yes, sir, all the assorted cargoes, dry goods, boots and shoes, and things of that sort; but tar, turpentine, and such articles, were sold outside.

Question. Do you know whether samples of goods were ever exhibited previous to sales?

Answer. Never, I believe, till the morning of the sale. Purchasers never were allowed to look at the goods till the sales came on.

Question. Was not Mr. Newell a purchaser of a portion of the cargo of the Stettin?

Answer. I think so, sir. I think he bought some of the coffee.

E. D. Smith, district attorney. My recollection, in the case of the Ann, is, that my attention was called by you to the matter of reclamation after that case was disposed of.

Answer. Very likely it was after that case.

Question. The notice to purchasers that no reclamation would be allowed was not printed on the catalogue till quite recently, I think?

Answer. I believe not. I do not know how long ago that commenced.

Question. Were you aware that it was at the instance of Mr. Andrews that this notice was placed upon the catalogue?

Answer. I do not know about that, as I had nothing to do with the catalogue.

Cross-examination by Mr. Upton, counsel for captors.

Question. Now, Mr. Draper, you have testified to two or three cases in which reductions from the amounts bid at the sales were made by order or consent of the marshal, prize commissioners, and myself. You stated, in connexion with these cases, that you did not examine the rice. You said you knew nothing about it; but you added, that you thought there was no reason for it. Now, I wish to ask you if, as a matter of fact, you did not examine that rice, and if you did not know something about it?

Answer. I did not.

Question. How do you know, then, that there was no reason for the reduction?

Answer. Because the terms of sale did not demand nor allow a reduction.

Question. That is the only reason, then?

Answer. Yes, sir.

Question. Apart from the terms of sale, then, you do not know but there might have been some special and substantial reason for that reduction?

Answer. No, sir.

Question. Now, sir, suppose it turned out that some of those casks contained sawdust, and not rice?

Answer. I think myself, then, the terms of sale would not bind me to pay for rice.

Question. Do you think they would bind you to pay for sawdust?

Answer. Well, suppose, in a hundred bags there was two per. cent. of sawdust and the rest rice, I should say it was rice, and I should say to purchasers, examine for yourselves, and see what they contain. Where I make a sale and distinctly announce that there shall be no allowance for short measure or damage of any kind, and tell the purchasers to examine for themselves, then I say there ought to be no reclamation. But, of course, under other circumstances, if anything should turn out wrong, the purchasers might apply to the proper parties and get reclamation. It depends upon how much sawdust there was. If it was all sawdust, I should not ask pay for rice. But if there was but little sawdust, I should ask pay for the rice. In these cases I did not examine the goods, and do not know their condition.

Question. Suppose, on the other hand, purchasers should buy articles of double value for half what they were worth, would you expect them to come forward and refund.

Answer. No; not if the articles bought were the very articles advertised. But if the articles were advertised as silver, and they turned out to be gold, then they would be obliged to refund?

Question. Were you not aware, when you were appointed auctioneer by the marshal, that there was no law by which you were to receive $2\frac{1}{2}$ per cent.?

Answer. No, sir; I was not aware of any such law.

Question. Were you not aware, when that commission was allowed, that it was allowed by consent of the parties?

Answer. No, sir.

Question. When were you first apprised that there was no law allowing 2½ per cent. commission on prize sales?

Answer. Never till to-day. I never heard of it before.

Question. Did you never, sir, solicit any person to consent to your receiving the 2½ per cent.?

Answer. No, sir; not to my knowledge.

Question. Did you never, sir, ask any person to use his influence in any manner with the Secretary of the Navy to get him to direct that the officers of the government here should consent to your receiving a commission of 2½ per cent.?

Answer. No, sir, never. Never, sir! I never had anything to do with the Secretary of the Navy with regard to my commissions, and I never thought of him in that connexion.

Question. Do you mean to be understood to say that now, upon this examination, you first learned that the 2½ per cent. allowed to you, as auctioneer for the sale of prize property, is not allowed by law?

Answer. I never heard of any such thing before, and I do not believe it now. I know it has been paid me, and I do not believe there is any such law.

Question. You say it has been paid you. Has it not been invariably paid you by your retaining the amount of that commission out of the proceeds of the sales in your hands?

Answer. It has been paid me by retaining it out of those proceeds by consent of the marshal and by established usage.

Question. Has it been paid you in any other way than by your retaining it out of the proceeds of sales?

Answer. It has not; and there is some due me yet, which is going to be paid to me, I can tell you. As far as I have received the 2½ per cent. the marshal has assented to it, and the court has awarded it to me. That has been done in all instances in which I have received it, excepting, perhaps, the last account, which may not have been decided yet. But the principle is the same, and it will be decided.

Question. Now, in what instances have you retained from the proceeds of the sales of prize property your commissions without their being awarded to you by a decision of the court?

Answer. I have received and retained about $3,500. It is no retention at all; it is my regular commission, and regularly granted to me. I would like to know if a man hasn't a right to his wages for making these sales. I am not to be told of retaining money that I am not entitled to.

Question. Do you consider you are entitled to retain your commissions without an order from the court?

Answer. I do, sir. I do not consider that the court has anything to do with my retaining it. I am entitled to my commissions in these cases of 2½ per cent., which are the same as have been charged from the foundation of the government to the present time. I ask no favors from anybody on that point.

Question. At what time were you apprised that you would be called upon to refurd this sum which you say you have received without any allowance?

Answer. I never was called upon to refund it, except that I received a letter, which I referred to Mr. Evarts, who advised me to retain the money. He is in Europe now, but I guess my word is good till he comes back. He told me not to pay it over; that it was a legal, just, and proper balance due to me; I had earned it, and I had a right to it. When this charge was made, and I was to be turned out of the auctioneering because I didn't happen to answer the point, this notice was given to me to turn over this money to the marshal. I shall do nothing of the kind. Besides that, there is still other

money due me by the marshal, and I shall take measures to get it. I am not here to be bamboozled nor humbugged. I shan't be told here that I am withholding money which does not belong to me.

Question. Prior to the filing of your complaint in the Naval Department—

Answer. I did not file any complaint in the Navy Department.

Question. Well, you instigated it. Didn't your son go on with it?

Answer. Yes, sir.

Question. Prior, then, to the filing of this complaint, (which you say was done by your son,) had you not been informed that it would be necessary, by reason of instructions from the Treasury and Navy Departments, to oppose, instead of assenting, to the allowance of this commission to you of two and a half per cent.?

Answer. Never, sir; I was not apprised of any such thing, and I never asked any favors from the Navy Department, nor the Treasury Department.

Mr. Jordan. These papers, Mr. Draper, are filed in your name.

Answer. I know that; but I do not consider that every information which is given to the departments is to be used to put a man on trial. If there is no encouragement to be given to men to give information of abuses which may come to their knowledge, I should like to know what we are coming to. Those papers were filed with my consent. My son took them on and attended to all the details. I did not go into that.

Mr. Upton. Now, sir, you say that you had not been informed, before that complaint was filed, that I had been instructed not to consent, but to oppose the allowance to you of that commission of two and a half per cent.

Answer. I have no recollection of it. I never understood that you had anything to do with it; at any rate, I was not at all alarmed about my commission on that score. The district attorney and everybody else agreed to it.

Question. Now, sir, when you said, prior to the filing of that complaint, to a person whose official connexion with this prize business is such as to throw him into contact with the prize commissioners and myself, that if Mr. Elliott and Mr. Upton would let you alone you would let them alone, what did you mean?

Answer. I do not remember of ever saying any such thing. I may have said it. I am in the habit of saying just that sort of things.

Question. Well, if you did say so, what did you mean?

Answer. I might have meant that you were interfering for the purpose of getting more commissions yourself.

Question. If you said so, you thought *that*, did you?

Answer. I am not on trial, and I do not think that you have any business to ask me any such question. I may have said a great many things—some of them, perhaps, foolish things. A man has a right to say even foolish things sometimes.

Question. Well, if you did say so, did you not refer to my opposition, at that time, to the commission allowed to you of two and a half per cent?

Answer. On the contrary; I understood you to be in favor of my commission of two and a half per cent.

Question. Do you design to have it understood that you made an explicit contract with the marshal in terms by which you were to receive two and a half per cent. commission?

Answer. I have not told anybody, and I do not mean to say that anything was understood between me and the marshal. I mean to say I sold the goods for two and a half per cent. commission, and I have the certificate to that effect. The gentleman who sits over there (District Attorney Smith) has given it as his opinion that I should have two and a half per cent. commission.

Mr. Jordan. The question is, and I should like to know, whether you

agreed with the marshal as to your commission of two and a half per cent.?

Answer. Yes, sir; I did.

Mr. Upton. The two and a half per cent. commission to you was mentioned in terms at the time of your appointment.

Answer. Yes, sir; there was no particular appointment made about it. The marshal came to me and asked me if I would make the sales. I said I would, and these were always my terms. I never cheated a man yet, and do not mean to, and do not mean to be put into that category either.

Question. Now, sir, you have stated that you were not apprised of any direction, from any quarter, to oppose the allowance to you of two and a half per cent. commission prior to the time of filing that letter in Washington.

Answer. I do not remember of saying any such thing.

Question. Well, is it so? (Very animated.)

Answer. O, please don't frighten me.

Question. Were you aware, before that complaint was filed, of any intention to oppose the allowance of two and a half per cent.?

Answer. I was not; only I was told that if I wished to retain it I had better pay Mr. Upton a fee. I might have been apprised of it in some letter from the marshal, but do not remember it. I very well remember, however, it was suggested that I had better pay you a fee.

Question. In that letter to which you allude, written to you by the marshal, was there not a copy of a letter addressed to the district attorney from the Treasury Department upon this subject?

Answer. It is easy enough to tell by the records.

Question. Did you not receive that letter before that complaint was filed in Washington?

Answer. No, sir; I did not know anything about it, and if I did, it didn't have any effect upon me. The facts are easy enough to be got at.

Mr. Upton. I find it very hard.

Mr. Draper. Well, I do, too. It is very hard to get at the truth, and when you do, it don't suit.

Question. Now, sir, when were you told, and by whom were you told, that you had better pay Mr. Upton a fee?

Mr. Draper. I ask you, Mr. Jordan, whether this is proper? I am being examined here by this gentleman in reference to my commissions. It seems to me that nothing else but my commission is aimed at. That seems to be the great point. Now, I have got my commissions, except those for four or five sales, which I mean to get. In reference to these matters which he inquires about, it is perfectly easy to get at the papers, the dates, and everything connected with them. But I will say this, that when these papers were filed the marshal himself said he was willing to have the examination, and told me to go ahead. And I will say further, that it was not in reference, in any way or shape, to this auctioneering. I was not dismissed from the service as an auctioneer.

Mr. Jordan. As far as the facts are concerned, they will be exhibited when I come to make up my report. Then the department will act upon that report, and then the public, to whom we are all amenable, will pass judgment upon it. You are a party as intimately connected with these prize cases as any other person with whom I have any knowledge, and it is to be presumed that you have as intimate a knowledge of all the matters connected with them as any other person. It is for that reason you have been brought here and placed under examination. Your commissions constitute a very material part of the sum for which these prize goods have been sold. I think any question referring to these commissions, the manner in which they were allowed, the manner in which they were paid, and any other circumstances connected with them, is entirely within the scope of this inves-

tigation, and it is entirely proper that Mr. Upton should question you in regard to them. At the same time, inasmuch as some statements which you have made reflect directly upon Mr. Upton, and his connexion with these prize cases, and his reputation as a public officer and an attorney, I think it perfectly proper that he should ask you any pertinent question which shall bring out all the facts of which you have any knowledge; and I assure you when Mr. Upton comes to be placed upon the witness stand, I shall throw no obstacle in the way of any investigation which you or any person in your behalf shall choose to institute. When this investigation is closed, I do not believe anybody will say I interposed any obstacle in the way of the most thorough inquiry.

Mr. Upton. Now, Mr. Draper, will you be kind enough to state at what time, and by whom, were you advised that it would be better for you to pay Mr. Upton a fee?

Answer. If I remember right, it was about a year ago, and by the marshal himself.

Question. Now, for what cause, or in what connexion, and for what service, was that advice given?

Answer. Well, I suppose for any service you might render; for whatever might come up.

Question. Will you state what service I might render?

Answer. I do not know.

Question. Was there any special service spoken of?

Answer. No, sir.

Question. Had you anything in your mind which I could do for you?

Answer. No, sir, except that I know it is well to be on good terms with every one. But I had no desire for any service whatever.

Question. You had no interest in the matter beyond your $2\frac{1}{2}$ per cent. commission.

Answer. I never supposed you could do anything to help my commission.

Question. Could anything I could do have reference to anything else than your commission?

Answer. Well, I don't suppose it could.

Question. Well, we have got at it at last. Now, please state in what way I could be of any benefit or detriment to you in the matter of your $2\frac{1}{2}$ per cent.?

Answer. Well, about that time it was understood there was some lobbying to get the consent of the court to the payment of certain bills. I think it was before the bills were taxed, or something of that kind, and it was understood that the bills could be got through more rapidly if you could be induced not to oppose.

Question. Then that was the service I could render you, not to oppose your bills in court?

Answer. Well, the marshal knows all about that.

Question. Did the marshal state any amount to be paid to me?

Answer. No, sir.

Question. Did you understand any special sum to be paid?

Answer. No, sir.

Question. How were you to be affected by delays when you had the money in your pocket, and was in the habit of paying your own bills?

Answer. I do not know how it would affect me.

Question. What did you tell the marshal in reply to that suggestion?

Answer. I do not remember. I think I did not say anything to it at all. He merely suggested it. I think he said it would be a good idea to get your aid as counsel; I did not want it, and it was not urged. That's not an unusual thing to do.

Question. You did not consider it necessary to get my counsel?

Answer. I did not. I got my commissions; I had earned them honestly and fairly. Everybody else got theirs, and I was bound to have mine.

Question. You have had your commissions before anybody else got theirs in these prize sales?

Answer. I have got my commissions. I do not know what anybody else has got; I have got mine, as it was right I should have. I don't believe any man in New York differs from me in opinion about that.

Question. How long were you in making the sale of the Hiawatha?

Answer. I do not know; several hours, perhaps.

Question. Part of one day, wasn't it?

Answer. Yes, sir.

Question. Do you remember the amount of commission which you retained upon that sale?

Answer. About six thousand dollars. It is easy enough to get at it exactly.

Question. Now, in that case, what service did you perform other than crying the property?

Answer. I performed the same service as I did in other sales. I performed the usual services of an auctioneer, and I think I got more for the goods than usual. It was done very quick, very well done, and very cheap. It was as well earned as any commission I ever earned in my life. I got for the goods nearly double the appraisal of the prize commissioners.

Question. I think you have stated before, somewhere in your examination, that that cargo might have brought more than it did.

Answer. I think it might. More advertising and a better exhibition of the goods might have brought more for it.

Question. I want to know what *you* did that caused it to bring more?

Answer. I am not going to trumpet myself.

Question. Did you do anything more than the prize commissioner would have done if he had acted as auctioneer?

Answer. I think I did a good deal more. I acted in the case. I acted in the sale, and got more for the goods, just as a lawyer can say that he made a pleading in an action and got his case. He can say, I plead that cause, gained it, and my fee was $6,000.

Question. Couldn't the prize commissioners have managed that sale just as well as you did?

Answer. No, sir; they could not, and simply because it was not their business, and it was mine. I never should have been selected to make the sales if I had not been fit for it, and I think I earned my commission most thoroughly.

Question. I see, Mr. Draper, upon a list which has been handed to me, that on the 24th of November last you sold a quantity of the spirits of turpentine, a portion of the cargo of the Condor. Will you state how long you were employed in that sale?

Answer. I do not remember. Long enough to sell it. Time isn't anything. I have earned a good deal more than I did in that sale in fifteen minutes. I did just as you do—your service is employed because it is good—because it is needed.

Question. What amount of money in the aggregate, at a rough estimate, would you have received as auctioneer for the sale of prize property on an allowance of 2½ per cent. commission, on the gross proceeds of the sales, on property now in this port, or which has been brough there since this new law was passed?

Answer. I should suppose I would have received about double the fee of

the counsel for captors. I know nothing about the amount of goods. If you know the amount, you can gauge it in that way.

Question. If your employment as auctioneer, at a commission of 2½ per cent., had continued, as you supposed it would, would you not have received from the sales of prize property then in this port, and from that time till now, an amount twice that which you have already received?

Answer. If I had sold twice the quantity of goods, then I would have received, very likely, as much as a certain commissioner received for buying ships, and nothing has ever been done about it. Morgan received $70,000, and it didn't take him fifteen minutes to buy some of the ships.

Question. You have spoken of the propriety, in your opinion, of selling this property by sample?

Answer. Yes, sir; and of exhibiting the goods in bulk in the storehouses at the same time.

Question. Have you not been informed that the law requires that the marshal or the auctioneer shall have the property in his presence and the sale shall take place in view of the property itself?

Answer. I am not a lawyer, and I do not know. I only talk of it as a merchant and an auctioneer, not as a lawyer.

Question. In the complaint which has been entered in your name?

Answer. It is not a complaint. It is a statement, that's what it is.

Question. You state in that paper that an order was made by the court for a reduction from a bid made by a purchaser of coffee and tea from the cargo of the steamer Ann, and that on the motion for a reduction, of which the district attorney and counsel for the captors had notice, they made no opposition. That is a portion of your statement.

Answer. That is a copy of the report, not of my statement. I didn't state it.

Question. Did you not state in the papers which you caused to be filed that I had notice of the application for a reduction, and did not oppose it?

Answer. That is a quotation from the records of the court.

Question. I am now speaking about your report in January. Didn't you state that I had notice of that application, and did not oppose it?

Answer. If I did, it will be sustained by the record of the court.

Question. Had you examined the record of the court for the purpose of seeing whether there was evidence there that I had received notice of that application, and had not opposed it?

Answer. That is the record of the court, certified by Judge Betts.

Question. Then all you have seen was the record of the court upon which you paid back the money?

Answer. That's all.

Question. You did not look further than that?

Answer. No, sir; not at all.

Question. Who is this Mr. Jenkins of whom you have spoken?

Answer. He is a merchant in New York, of the firm of Ashbar & Jenkins. He is somewhere about the mahogany yard on the East river. Has something to do with cedar-pencils.

Question. How long have you known him?

Answer. I have known him personally a good many years. I have met him often. He is a well-known man, and a respectable gentleman.

Question. Did you understand him to say that he knew me and paid me $50?

Answer. Yes, sir; or that somebody else paid it for him, or that Mr. Ladd paid you the $50 for him.

Question. Who is Mr. Ladd, and what is his business?

Answer. He is a speculator about town.

Question. What is his place of business?

Answer. I do not know, sir.

Question. How long have you known him?

Answer. I never knew him till he came to these sales.

Question. You stated this morning, when your examination commenced, that there had been no reclamations to your knowledge, without an order from the court; you stated this morning that there had been such reclamations by consent of the counsel for captors and the district attorney. Yesterday you did not know it, and to-day you did know it?

Answer. Last night I turned to the books for the purpose of finding out. I have not been at work at that matter, and did not remember it. I have a great deal to do, and cannot remember everything. I found it there in black and white. Your own "handwriting is on the wall" there.

Question. But you did not know that yesterday?

Answer. I probably did, but I did not recollect it. There is the document; your name is to it, and it don't require me to recollect it. The written document is there, three of them for that matter.

Question. Now, about the proceeds of these sales which you say you placed in bank. Have you not at times had in your possession in this manner sums to the amount of several hundred thousand dollars?

Answer. O, yes, sir.

Question. Deposited, as I understand, in your own name.

Answer. Yes, sir, in my own name, in trust.

Question. Was there any distinction between your own and the trust account?

Answer. No, sir. I havn't any money but my own.

Question. How long had you these funds on deposit in your own name?

Answer. I do not remember.

Question. You had several hundred thousand dollars for several months, did you not?

Answer. Yes, sir.

Question. Did you give any security?

Answer. No, sir; I gave him all the money every time, and that is more than many do. The money was as safe as it would have been in Mr. Astor's hands. You might have drawn it at any time.

Question. You mean safe if the bank was safe?

Answer. Yes, that's what I mean—that's all.

Question. These deposits of prize proceeds were made by you as you would make any other deposits; were they not?

Answer. Yes, sir.

Question. It was all your own account?

Answer. Yes, sir.

Question. And you checked upon it, if you had a bill of your own to pay, just the same as if it were your own?

Answer. Yes, sir.

Question. No distinction?

Answer. No, sir, not a bit.

Question. Let me call to your recollection, for instance, the sale of the cargo of the Stettin, where the amount was quite large. Were you not frequently applied to by the marshal to pay over the proceeds of that sale?

Answer. I never in my life was applied to by the marshal, nor by anybody else, when the money wasn't ready.

Question. Have you any recollection that you would not pay over the proceeds because parties had not paid for their purchases?

Answer. Never one single instance of that kind in my life.

Question. Were not payments by yourself delayed day after day, and

week after week, because of your averment that the amounts due from the purchasers were not paid in ?

Answer. Any man who says any such thing tells what is not true. There never was such a case in any single instance.

Question. You will produce your books in this case, will you ?

Answer. Yes, sir, any time when I am called upon.

Question. Now, in the case of the Napoleon's cotton, I wish to ask you if you did not yourself go to the office of the marshal with the papers of Mr. Nevins, or his agent here, and urge the marshal to allow the reduction claimed ; and did you not state to him that it was a proper case for his action without any intervention of the court ?

Answer. I never did any such thing in any way, shape, or form. There is not one word of truth in anybody who says it.

Question. Now, sir, one more inquiry : Did you not send your son to the office of the marshal, authorizing him to use your name, to urge the marshal to make the reduction claimed ?

Answer. *I did not*, (with emphasis.)

Question. Did you know of his going there on behalf of the purchaser of that cotton to urge the reclamation ?

Answer. I did not.

Question. When were you first informed that your son was in favor of having a reduction made on that cotton ?

Answer. Some time after he had been up there.

Question. How *long* after ?

Answer. Well, perhaps a month or two. I did not know he had gone there at all.

Question. You say you had known the purchaser.

Answer. Yes, sir, I know Mr. Nevins.

Question. I understand he was a next-door neighbor of yours?

Answer. He was at that time. I did not know this young man, his agent, so well as I did his firm. I never had any business connexion with him.

Question. Did you not give him a note to the marshal ?

Answer. I think not now ; at first I thought I did. I should have done it if he had asked me to.

Question. Was it after the thing had been closed, and the money had been refunded, that you happened to learn that your son had been interested in getting the allowance ?

Answer. I do not remember as to that. He told me of it himself some time after he went, perhaps a month or two. It was considered a very smart thing to have done.

Question. Then you consider your son did a smart thing ?

Answer. No, sir ; he did a very just thing. He will speak for himself.

Question. Did he state to you that I opposed that reclamation ?

Answer. No, sir.

Question. Have you ever had any cause to believe, from the appearance of the companies attending on these sales, that any measures had been taken to suppress the requisite information that the sale would take place ?

Answer. Yes, sir.

Question. Do you mean to say that there was an insufficient number of persons present ?

Answer. Yes, sir ; I think so from the practice of not exhibiting the goods in a fair way, and due notice of the sale not being given.

Question. Can you specify any case ?

Answer. I know one case where Mr. Perkins made a speech about it, and everybody was thunderstruck at his statements. Sturges & Co. will tell you the same thing. William Scott, and almost any merchant in the city,

will tell you that the manner in which these sales were conducted has deprived them of any fair chance for competition.

Question. Did these gentlemen tell you so ?

Answer. They told parties who told me, and they will come here to tell you. They have stated these things to my son, and he has told me.

Question. I want to get that information at first-hand.

Answer. You shall have it to your heart's content—the best men in New York.

Question. Have these men ever stated to you that these sales were improperly managed ?

Answer. Some cases they have stated to me. It is a very common complaint that goods have been knocked down at a high price, like that coffee at 30 cents a pound, which was above the market price, and then a sufficient allowance made to yield a good profit to the parties. These proceedings have gone so far as to prevent responsible men from going near the sales.

Question. Then the complaint was not as to the publicity, but as to the convenience of the place ?

Answer. Yes, sir ; there were any number of complaints as to the place.

Question. Will you specify some of these complaints ?

Answer. I will get my books and give you the names. The regular merchants will tell you it is an inconvenient place. I allude to the Union stores, where the sales have usually been made.

Question. Do you mean to say that the Union stores is an inconvenient place to hold these sales ?

Answer. Yes, sir.

Question. But anywhere on this side of the river would do, would it?

Answer. Anywhere in the merchandising part of the city.

Question. Now, as an actual fact, is not the place where that property has been sold a very convenient place for merchants down in this part of the city—more convenient, for instance, than Canal street would be ?

Answer. O, yes ; more convenient than that; but lower than that, in this city, would be still more convenient.

Question. Now, about the additional cost of storage in New York?

Answer. I think the storage might have been done for two-thirds of what has been paid. Heavy goods, I presume, might be stored cheaper in Brooklyn.

Question. Is not storage, generally, less in Brooklyn than in New York?

Answer. I presume you can get storage away out in town cheaper than in the city.

Question. You said these Union stores of Ward & Gore were dark: does that apply to the places where the sales were made ?

Answer. Yes, sir. I suppose the stores might be made lighter, but when I have sold goods there it has been too dark. Sometimes, in a dull day, you can hardly see the goods.

Question. Has not the property which has been sold in prize proceedings been very much more advertised in the newspapers than property sold for violations of the revenue laws ?

Answer. Well, I should think it had been more advertised by the prize commissioners, but not by the marshal.

Question. They have invariably advertised, have they not ?

Answer. They have advertised one or two days.

Question. But you think not such an advertisement as they would make if selling their own goods ?

Answer. I have not examined that point particularly.

Question. But have you not stated in this paper that this property has been sold with insufficient advertising ?

Answer. Yes, sir.

Question. How, then, can you say you have not examined that point?

Answer. I say I have not examined as to the number of papers, but I have examined enough to make that statement.

Question. How many papers were the sales advertised in?

Answer. Well, sometimes two, sometimes three. At any rate, it was not sufficient—not such an advertisement as I should have made.

Question. When did you inquire into it?

Answer. I never inquired into it—I made my own observation. I inquired sufficiently to make that statement, and I stand by it.

Question. Now, Mr. Draper, at whose request did Mr. Grinnell sign that paper?

Answer. I do not know. I did not desire him specially to sign it. I did not appoint the committee, but I was very happy to see them all there.

Question. Did not you desire Mr. Marshall to act upon that committee, and did not you apply to him to act?

Answer. No, sir. I never spoke to him about the committee.

Question. And Mr. Minturn: didn't you speak to him about it?

Answer. I don't remember of speaking to him more than to say that these were the facts.

Question. Did not you ask him to act as one of the committee?

Answer. These gentlemen act for themselves. They are twenty-one. They got up the examination without any reference to me whatever. I am very glad they are on the committee, and I am sure they will do whatever is right.

Question. Did you ever appear before them as a committee?

Answer. Never.

Question. How did they get hold of these statements that Mr. Grinnell calls facts?

Answer. I presume they got hold of them from the Solicitor and from the Navy Department, and from the court; besides, there are fifty people about town who could give them the information.

Question. Have not you given them information?

Answer. No, sir. I was interested for the sailors, and I have said to these men that they ought to be protected. They are acting in my behalf no more than in yours. They are acting as merchants and as men. They were selected as men of integrity.

Question. Who selected them?

Answer. I say *selected*. I do not know as there was any selection about it. It may be that they selected themselves.

Question. Was there any meeting for the purpose of appointing a committee?

Answer. I do not know. I think it was a meeting among themselves.

Question. Then it was entirely a self-constituted committee?

Answer. I think so, entirely, acting as citizens.

Question. Do you know where they met?

Answer. I never heard of their meeting at all, excepting here in this room.

Question. Do you know of any other means by which they have received information—any other men than yourself?

Answer. I have heard Captain Marshall say that Mr. Owen himself gave some information. It is a matter of general conversation; a great many people know about it. Mr. Sturges was very anxious to have an investigation; also, Mr. Bennet, Howell L. Williams, Robert B. Minturn, George W. Blunt, Mr. Scott—as many people, almost, as there are names in the directory; they all wanted this matter investigated.

Question. Was this subject of town-talk, or general desire for investigation, expressed by yourself, or any one else to your knowledge, before you became aware that you would be deprived of your commission of 2½ per cent. upon the proceeds from the sales of prize property?

Answer. I never was apprised of any such deprivation. The first man I spoke to in regard to it was the marshal himself. I think that was away back when the allowance was made upon the tea and coffee. The marshal said he would be happy to have the investigation made, and it was with his consent and approbation that these matters were begun.

Question. From that time, then, the public began to agitate the subject?

Answer. Oh! the public had a suspicion of what was going on before that.

Question. You had not yourself, however, acquired any information before that time?

Answer. O, yes; I had, by hearsay; but that case was the most obvious outrage. Mr. Murray himself said, "it was a d——d rascally transaction," and he meant to go into an investigation of it.

Question. Are you still auctioneer for the sale of these prize goods?

Answer. I have been appointed now under the new law to sell at a commission of 1¼ per cent.

Question. Now, sir, at the time of the sale of the cargo of the Ann, had not you been informed that I was to oppose the allowance to you of your commission of 2½ per cent.?

Answer. No, sir; I never heard of it at all.

Question. Had you not been informed, prior to that time, that the department at Washington had instructed the district attorney here to oppose that commission of two and one-half per cent.?

Answer. I do not remember. I cannot recollect dates and all such details as that.

Question. How can you say that you never were apprised that you were to be cut off from that commission of two and one-half per cent.?

Answer. I received my commissions all the time, just the same as you do, and I was not apprised of anything about it.

Question. I did not receive mine till they were taxed by the court.

Answer. Well, I didn't receive mine till they were taxed by the court. I received my commissions from the government just as I did from any other patron.

Question. Did this amount of $3,500, which you have retained, alleging it to be your commissions upon sales, come into your hands subsequent to the instructions to the officers here not to consent to your any longer receiving a commission of two and one-half per cent., and have you not received a formal demand to return to the marshal that amount? and in reply to that demand from the marshal, have you not distinctly refused to return the $3,500?

Answer. I have not distinctly refused any such thing. The marshal makes a quotation in that document, and I should like to know where he got it. I consulted Mr. Evarts in reference to returning that $3,500, and am guided by his counsel in the matter.

Question. You have refused to pay it over to the marshal, then?

Answer. I have not refused to pay it over, but I shan't pay it over. I have earned the money, and I shall keep it.

Question. Did not you use the word "refuse" in your letter to the marshal?

Answer. I may have done so; I do not remember. But I shall refuse to pay it over.

Cross-examination by Mr. Owen, prize commissioner.

Question. In whose handwriting is that document which you caused to be sent to Washington?

Answer. Mr. Glassey, I think, wrote the most of it; part of it is my son's handwriting.

Question. In whose hand is the signature?

* * * * * * * * *

Question. Was that paper laid before the Solicitor of the Treasury?

Answer. I believe so, sir. There is nothing which is not aboveboard about it.

Question. Have you ever examined into the circumstances connected with the cargo of the steamer Ann, and especially with reference to the purchases of Ward & Gore of a part of that cargo?

Answer. No, sir; I have not. If there is anything wrong about it, I understood them to say that the marshal was equally culpable.

Question. Have you never inquired into the facts to see what testimony was taken in that case?

Answer. No, sir.

Question. Is Mr. Glassey in any way connected with your office in getting up the papers of this investigation?

Answer. Yes, sir.

Question. In what capacity?

Answer. As clerk of the provost marshal, for which he has not got any pay, just like me.

Question. You say there was no opportunity to examine that cargo before the sale?

Answer. No opportunity to my knowledge, except on the morning of the sale.

Question. You know that of your own knowledge?

Answer. Yes, sir; I sent people over to see the cargo, and they couldn't get at it.

Question. Did you send any to look at the cargo of the Ann?

Answer. I do not remember especially.

Mr. Upton. Did you employ any person as weigher of the goods you sold?

Answer. There might have been one; I do not remember.

Question. You paid him out of the proceeds of the sales if you employed one; did you not?

Answer. Yes, sir; I paid him out of the money I received from the merchandise.

Question. Did you not retain the amounts of such bills, just as you retained your own commissions? Did not you send to the marshal your accounts, charging your two and one-half per cent. commission, and also the weigher's bill, deducting and retaining both these amounts?

Answer. Yes, sir; I presume so. That is always the case.

Question. Did you in these weighers' bills have, directly or indirectly, any interest?

Answer. No, sir; not a particle—only the interest of getting them paid.

Question. You had no per-centage, no share, no pecuniary interest in them?

Answer. No, sir; not a cent. My two and one-half per cent. was all the commission I got from any quarter. I never swindled a single copper from any man. I am on hand for that.

Mr. Owen. I understood you to say there were no other deductions made from the proceeds of the prize sales except your commissions; now I understand you to say the weighers' bills were deducted?

Answer. Well, that happened only in two or three instances, under the special order of the marshal.

Question. Did you appoint the weigher in the case of the Ann?

Answer. I never appointed a weigher in any case.

Question. Who appointed that weigher?

Answer. The marshal.

Question. How came you to pay his bill?

Answer. The marshal ordered it.

Question. Did he send you word to take it out of the proceeds?

Answer. Yes, sir.

Question. How—verbally?

Answer. Yes, sir. I didn't do anything without orders.

Question. You knew that the prize commissioners had had that property weighed and appraised; did you not?

Answer. I did not know anything about that. I saw it was doubly weighed, when it ought not to be.

Question. Do you not know, as a fact, that sales have been postponed because they were not ready to go on, on account of weighing?

Answer. No, sir.

Question. Now, if you knew that the cargo of the Ann had been weighed under the direction of the prize commissioners, why was it necessary to have a second weighing a short time afterwards?

Answer. I certainly never should have ordered it if it had been me. The marshal had all that matter in charge. I know there were times when the goods were weighed twice.

Question. Did you not know that there were objections made to the allowance of bills for weighing or gauging, because that work had already been done?

Answer. I have no doubt it may be so; but I do not know certainly. It never came to me.

Question. Now, Mr. Draper, who, according to your knowledge and information, instigated this inquiry?

Answer. Well, I do not know. I think it was the general desire to have an investigation. I was as much anxious to have it as anybody.

Question. Was there any general meeting on the subject?

Answer. I do not know; there may have been. I never had any conversation, in any way, shape, or form, with any person on the subject of this investigation, except simply relating the facts You are mistaken in all this matter. There has been no meeting. Nothing has been done but making this statement of facts.

Question. Oh, I have no objections to a meeting; I only want to see whether there is an honest desire to find out whether there are abuses in the administration of these prize sales.

Answer. I think the investigation arose out of the fact that certain parties could buy coffee at twenty-nine and thirty cents a pound, and then sell it for what they paid for it, or more, and then get reductions or reclamations from the prize officers and courts on one pretext or another.

Question. How do you know that that was done?

Answer. Because they generally got samples from the bags, and examined the property before the sale, and knew what they were buying.

Question. How did they get samples when they could only see the goods on the mornings of the sales?

Answer. Oh, there was time enough for coffee.

Question. Who appraised the property when they got samples?

Answer. I think Mr. Scott.

Question. Who for?

Answer. I think Mr. Grinnell sent over and got some.

Question. The committee, then, investigated that before the sale?

Answer. Oh, yes; it was watched very close.

Question. They were going to lay a trap for the prize commissioners and marshal?

Answer. Oh, no; they were going to try the coffee. There was no trap about it; no arrangement of any kind.

Question. Now, you are quite sure it was examined before the sale?

Answer. I am.

Question. Then, if the marshal allowed an examination before the sale, what more could we do?

Answer. Oh, well, there's a way of doing all things. A man could get a little handful of coffee easy enough on the morning of the sale. I think it will be proved that there were only twelve bags of coffee damaged in that cargo.

Question. Do you know whether anybody has examined that coffee since it was purchased?

Answer. I do not know.

Question. Have you ever heard of anybody examining it?

Answer. I have not.

Question. Was an examination made by Mr. Arnold with Sturges, Bennet & Co.?

Answer. I do not know.

Question. You do not know, then, yourself, but that a part of this coffee was damaged, as Ward & Gore claimed?

Answer. I do not.

Question. Do you know whether that investigation was based upon an application for damage, or upon depositions, or anything of that kind?

Answer. No, sir.

Question. Do you know anything about the legal proceedings in that investigation?

Answer. I do not know.

Question. Does your son know?

Answer. I do not know. He can tell himself.

Question. Did he tell you when that paper was drawn?

Answer. He got the facts out of our office in connexion with the regular business of sales.

Question. Do you think it truly states the facts in the case?

Answer. I have not a doubt of it.

Mr. Smith, district attorney. The case of Nevins & Co. is mentioned in this paper, signed by Mr. Grinnell. Do you know who is responsible for the charge made in that case?

Answer. I do not know. I do not know that there was any impropriety about it, except that they made a claim which they were not entitled to by reason of the terms of the sale.

Question. Do you know who it is who said that Martin & Smith demanded $1,000, $500 of which was for themselves, and $500 for services, which must not be inquired about?

Answer. Yes, sir. It was the agent of Nevins & Co., William Heath.

Question. Does he say that he paid $1,000 to Martin & Smith?

Answer. Yes, sir, and he says some other things which he will tell you, too.

Question. In that case of Nevins & Co., was it not true, in point of fact, that there was just the damage in the goods that was allowed?

Answer. I do not know.

Question. Was that damage exposed at the time of sale?

Answer. I do not know; it might have been. I never saw the cotton till the morning of sale, and then I was busy in selling it.

Judge Kirkland. Was not the amount of your commissions under the control of the court?

Answer. They did pass upon it. I never knew that it was required before, because this was the ordinary commission. However, it was all allowed in the regular business of the court?

Question. Did you ever take out your commissions till you closed the account by paying over the amount in each case to the marshal?

Answer. No, sir.

Mr. Jordan. There cannot be any misunderstanding of that matter, after the statement Mr. Draper has made. He says he received all these sums in the regular course of his sales. He deposited them with his banker, with a general account. Upon that account he checked indiscriminately for any purposes he might have in view. That being the case, as a matter of course, there could be no real deduction of his commissions, or other disposition of his money, in practice at all. The adjustment of the account, as a matter of course, would be a matter between him and the marshal, and that would naturally occur at the time he paid over the money to the marshal.

Judge Kirkland. In the case of the Solidad, did you not pay over all the money to the marshal, and after that did not the marshal pay you your commissions?

Answer. I do not remember that.

Mr. Upton. Do you know of any instance in which prize property has been sold at different places from those advertised?

Answer. No, sir.

MAY 6, 1863.

Examination of John H. Draper.

Question by Mr. Jordan. Will you state, Mr. Draper, what is your occupation?

Answer. I am an auctioneer, and have been between four and five years.

Question. What relation have you had to the sales of prize property in this port, and when did that relation commence?

Answer. I was with my father all through these prize sales, from the beginning.

Question. Is your partnership with him in the ordinary form of such partnerships?

Answer. Yes, sir.

Question. State with whom the agreement was made by the marshal to make these prize sales; with which member of your firm, or both.

Answer. My father had all to do with that.

Question. Did you personally participate in making any terms which were settled between the marshal and your firm?

Answer. No, sir.

Question. Did you know what the terms of agreement were?

Answer. I understood them to be 2½ per cent. commission on the sales.

Question. Do you know whether any stipulation was made by which the marshal was in any way to benefit by conferring the sales of prize property upon your firm?

Answer. No, sir.

Question. Whether he himself, or through any friend he was to have any emolument arising from the allowance of that commission of 2½ per cent. to your firm?

Answer. Not in any shape whatever, sir.

Question. What were the duties which were to be performed by your firm as auctioneers of this prize property?

Answer. We sold the goods, made out the bills, collected the proceeds, and we made out the orders upon which the goods were delivered from the storehouses to the purchasers.

Question. Had you any control over the storage of the goods?

Answer. None whatever, sir.

Question. Had you any control over the times of sale?

Answer. No, sir; none.

Question. Or over the notice which should be given of the sale?

Answer. No, sir; we merely inserted a notice of the sale under our auction head, as usual.

Question. Was there any other notice made of the sales than that you caused to be given?

Answer. Yes, sir. The marshal advertised the sales among the legal notices in the newspapers, until the prize commissioners commenced their advertising.

Question. About what time did the prize commissioners commence making their publication of the sales?

Answer. Well, shortly after their appointment.

Question. At the very commencement of the sales the only public notice given was the legal notice by the marshal?

Answer. I think it was, sir.

Question. But soon after the prize commissioners gave additional notice?

Answer. Yes, sir.

Question. What was the notice the marshal gave? What did it consist of?

Answer. It consisted of a simple brief statement that the sale would be made without any specification of the kind or character of the property.

Question. How long was that notice published?

Answer. The legal time, I suppose.

Question. Is there any fixed legal time?

Answer. I do not know, sir.

Question. Have you any recollection, in fact, of the length of the time it was published?

Answer. Well, perhaps eight or ten days.

Question. In how many papers?

Answer. I saw it in two—in the Commercial and Post.

Question. Now, when the prize commissioners gave increased publicity to these sales, what did that publicity consist of?

Answer. It was a larger advertisement, displayed in larger letters; it stated what kind of property it was, and gave a general and more lengthy description of the kind and class of goods to be sold.

Question. How long a time were these advertisements ordinarily published? As long as the marshal's advertisement?

Answer. I hardly think they were published as long as the marshal's advertisement; perhaps five or six days.

Question. What else was done to give purchasers information as to the character of the goods?

Answer. There were catalogues published when they were needed.

Question. Were these catalogues a sufficient description of the goods?

Answer. That is rather difficult to say. The first two or three catalogues we got out ourselves. The marshal sent us a schedule of what the cargo consisted of, and from that we made out and published the catalogue. After two or three sales, the catalogue was prepared by Mr. Cammeyer.

Question. What was your judgment as to the sufficiency of the catalogue

to serve the purpose designed; I mean the catalogues published by Mr. Cammeyer?

Answer. I did not consider them sufficiently explicit.

Question. In what particular, sir?

Answer. I thought they were rather mixed up. For instance, where there were so many pieces of flannel, the catalogue said so many yards; and we did not know whether it meant so many yards in the piece or in the lot.

Question. When were these catalogues furnished to purchasers?

Answer. Sometimes three days before the sale. I think that was about the average length of time.

Question. Now, what facilities were given to the public for examining the goods before and at these sales?

Answer. Very little facility was given. I have often gone over to the stores on the morning of the sale and found purchasers waiting outside. The storekeepers wouldn't let them in, saying that, by orders of the marshal, no one was allowed to examine these goods until the people went up to attend the sale.

Question. Did you ever hear complaint, on the part of the public, that the prize commissioners did not sufficiently notice the sales, or did not give sufficient means of examining the goods?

Answer. I have heard it often.

Question. Was it a matter of general complaint?

Answer. Yes, sir.

Question. Did you know of these complaints being brought to the knowledge of the prize commissioners or of the marshal?

Answer. I think, on the arrival of the prize commissioners or the marshal, the people themselves generally gave vent to their complaints right there.

Question. Did you at any time yourself, or did your father, ever actually call the attention of the prize commissioners to this defect of exhibiting the goods for sale?

Answer. Yes, sir; I have often spoken of it myself to the deputy marshal, and I think to the marshal.

Question. Who was the deputy marshal?

Answer. Mr. Thompson.

Question. What reason was assigned, if any, by the prize commissioners or marshal, for their failure to furnish greater facilities for examination of the goods and more extended notice of the sales?

Answer. I do not remember of their rendering a reason.

Question. Do you know of any reason existing in fact?

Answer. No, sir.

Question. In what stores were these goods kept?

Answer. They were stored in the Union stores, kept by Ward & Gore, in Brooklyn, mostly.

Question. Do these statements which you now make apply to the ships or to the cargoes?

Answer. To the cargoes. Some goods were stored at Wheeler's stores, but not so many as at Ward & Gore's.

Question. Would it have been practicable to have given an opportunity for examining these goods at these stores?

Answer. Certainly; they could have been examined there. There was no reason whatever why an opportunity for examining them should not have been given.

Question. Now, please state, Mr. Draper, whether there was any particular class of persons who generally became the purchasers of these goods.

Answer. Well, Ward & Gore bought a great many.

Question. Did they buy more than other firms?

Answer. They bought some very large bills.

Question. That does not quite answer my question. I would like to know whether these men purchased more than other dealers of a similar extent of business?

Answer. Do you mean more lots or more in amount?

Question. I mean more in amount.

Answer. I do not remember that exactly. I think they were the principal purchasers. I could, I suppose, state that exactly from our books.

Question. I wish you would furnish a statement of the purchases made by the different purchasers. I do not mean details or items; but give me a list of all the large purchasers.

Answer. I will, sir.

Question. Now, I suppose it is apparent that these gentlemen—Ward & Gore—having these goods in their possession, would have greater facilities for examining the kind, and character, and quality, than the rest of the public?

Answer. Yes, sir; they ought to know all about them.

Question. How is it with Wheeler? Did he make purchases at the sale?

Answer. I do not think he did. He may have purchased some tobacco at the sale of the Hiawatha. I think he did.

Question. What was the attendance upon these sales, as a matter of fact?

Answer. Well, sir, it was good.

Question. Was it as good as could have reasonably been expected upon private sales of like goods?

Answer. Yes, sir, over there.

Question. Do you think it would have been better if the sales had been made in any other place?

Answer. I think the city would have been a better place for the sales.

Question. Do you know of any reason why that locality was selected rather than the city?

Answer. I infer that they preferred selling the goods where they were, rather than incur the expense of carting them to this city.

Question. Was there any reason that you know of for storing the goods in Brooklyn originally?

Answer. I do not.

Question. Do you know whether any point in the city could have been obtained for storage at a reasonable cost?

Answer. I do not.

Question. Do you know whether storage is cheaper or dearer there than in the city?

Answer. I do not know.

Question. Had these gentlemen, Ward & Gore, or Wheeler, sustained, or did they prior to this arrangement sustain, any relation to the government in any way? Had their stores been employed by revenue officers, or others, as places for storing government property?

Answer. I do not know.

Question. What were the prices generally commanded by goods at these sales?

Answer. The prices were generally good. However, there are different ways to view that. If you call a price good when a reduction was to be allowed——

Question. We will come to that. You think the prices, generally, were good?

Answer. Yes, sir; good prices—even high prices.

Question. There seemed to be an animated competition, did there not?

Answer. Yes, sir.

Question. Did the purchasers always, or generally, complete their purchases respecting the goods, and pay over the money for them?

Answer. As a general thing they did, but there were some exceptions.

Question. Do you recollect the instances in which they failed to do this?

Answer. Yes, sir; there was one such failure in the case of the steamer Stettin. I should say, however, that in those cases where they did not appear and take the goods, they waited till they got a reduction from the marshal, or from the court, and then they appeared. In the case of the Stettin there were two parties who never called for their goods. These were Smith and Holmes. These were the largest amounts. There have been, in several cases, smaller amounts purchased and not taken by men who were not known. These were all small lots, two hundred and fifty dollars or so, and the goods were sold over again.

Question. Please state all the cases where there were any considerable amounts, and where the parties failed to comply with the terms of purchase.

Answer. Well, there were these two cases. I do not think I can recall others now of large amounts. There was some cotton sold in a damaged state. It was lying on the dock wet. It was bought by Mr. Murphy. That cotton was never called for, and it was afterwards sold to Mr. Lovejoy. There was also some coffee, from the cargo of the steamer Wagner, bought by a man named Harris, and he didn't come for it. It was resold by the marshal to a man named Noyes. From the cargo of the steamer Ann there were some bags of coffee, more or less, sold at thirty cents a pound to Ward & Gore; also some tea sold; both of which they declined to take. These are all the cases that I remember at the present time. There was the case of Nevins & Co., but that case was not exactly like these, because the agent here paid his whole bill after it was taxed. There was another case where there were two hundred bags, I think, of coffee sold at Wheeler's stores. I sold them myself. Several brokers, Mr. Scott and others, were present; also the deputy marshal, Mr. Thompson. The terms of sale were, as given by Thompson, that purchasers should pay five hundred dollars deposit on their purchases. The coffee was bought by a man named Underhill. I asked him for his deposit. The deputy marshal said he knew the man. I think he said he had his check, too, and the balance would be paid to him at the marshal's office. I said "All right." The marshal said he would send his check for our commissions, which he did. We had a good deal of trouble in getting the weigher's returns in that sale. I finally procured them. The goods were weighed by Frank Thurbur. I had my doubts about the return, and showed it to ——— ———, who told me it was unquestionably false. I have here a copy of the weigher's returns. Mr. Scott told me the bags weighed more than is here stated. We told the marshal, and he said it should be investigated. We sent for Thurbur, and he came over to our office. We asked him if that was a correct return. He said it was a fair, just, and proper return. We had no means then of determining whether it was or not, except from the kind of coffee. Lately I obtained from Mr. Scott one of these bags weighed the day he had it roasted, and it weighed one hundred and twenty-five pounds. Upon these weigher's returns we received our commissions. The weigher's return made it about one hundred pounds a bag. (See Exhibits Nos. 7 and 8.)

Question. Now let us go back to the first case of allowance which you mentioned, and come down in order. What was the first case in which the terms of sale were departed from?

Answer. The cargo of the Napoleon, bought by Nevins & Co., of Boston.

Question. What was the amount of the purchase in that case?

Answer. It was a large amount; $60,000 or $70,000.

Question. In that case the purchaser eventually paid?

Answer. Yes, sir; the terms were, that the buyer should purchase the cotton upon the weigher's return. Mr. Heath, the agent of the firm, came to our office and paid for it. I think he paid fifty cents a pound, instead of eighty cents, as my father stated yesterday. He was in error there. I think Mr. Heath stated to my father that the cotton was nine thousand pounds short. It had been weighed three months before, and weighed again when Mr. Heath, the agent, bought it. Mr. Heath asked father what could be done for him. He told him nothing could be done about it at all. I told him I would go with him up to the marshal's office and introduce him to Messrs. Elliott, Upton, and Marshal Murray, which I did do, and stated the case to them. I told them I did not think he had a legal right to any reclamation, but, perhaps, an equitable one. They all refused to grant the reduction. Mr. Heath then asked what he could do further about it. I said that I did not know that anything else could be done. He then said he would put the papers into the hands of his lawyers. I said to him, "That would be the best way to do; you do not claim damage, nor reduction in price, but you merely claim what you bought."

Question. Did he obtain a reduction eventually from the court?

Answer. Yes, sir. Some time afterwards I saw him, and asked him whether he got his reduction, and he said he did; said he got it through Martin & Smith, his lawyers. The application was made to the court and allowed by the court.

Question. Were you present at the time the application was made to the court?

Answer. No, sir; I never knew anything more about it.

Question. What was the allowance made by the court?

Answer. I do not know exactly. He claimed nine thousand pounds short at fifty cents a pound. Mr. Heath said something about the expense of getting this allowance. He told me he paid one thousand dollars for it. He asked his lawyers what that amount was for, and they said five hundred dollars was for themselves, and he must not ask where the other five hundred went to.

Question. Now, what was the other case of allowance?

Answer. The next case in the order of time was that of the schooner Wilder—a case of coffee. I forget the price at which it was bought. There were —— bags of coffee, which averaged about 150 pounds to a bag. The sale was on the 28th of July, 1862. The coffee was sold at 21½ cents a pound to a man named Harris. He had bid on goods there before, and always took them and paid for them. This coffee he would not take, because he said it was too much damaged.. The next thing we heard of it, an order came from the marshal telling us to deliver that coffee to a man named Noyes at 19 cents a pound. There was no public resale of the coffee. The difference in the gross of that price between 19 and 21½ cents would be about $2,100.

Question. Was this order to deliver to Noyes signed by the marshal himself, or by his deputy?

Answer. I do not know, sir. (Hand me the book.) I see from the letter it was signed by both. (See Exhibit 9.)

Question. Had you ever any conversation yourself with the prize commissioners to know whether this statement, sanctioned by them, was true or not?

Answer. No, sir.

Question. Did you know of any reason for a reduction from the price of this coffee as it was originally sold?

Answer. No reason, sir, except that, perhaps, they thought it better to do

that than to sell it over again. The next case was the Stettin. There were 905 bags of coffee sold from that cargo at 27½ cents a pound. It was bought by Mr. Newell. He never came near the office to pay his deposit until he came with this letter from the marshal's office. (See Exhibit 10.) The difference in amount in this case would be the difference between 20½ cents and 27½ cents, which would be equal to $9,016 20.

Question. Did you know of any relationship between Mr. Newell and Ward and Gore?

Answer. Mr. Newell is said to be the father-in-law of Mr. Gore. The bags would have weighed, if they had equalled the average weight, 245 pounds each. Deficit on the 25 bags, which would amount to $983 12.

Question. Were other goods bought at that sale of the Stettin by Ward & Gore not taken?

Answer. Yes, sir; there was some lead bought there by them and not taken. Some goods from the cargo of the Stettin were knocked down to Smith & Holmes. They did not take them, and they were sold over again, and Ward & Gore bought some goods which they did not take. Finally, Mr. Murray told both of us not to take their bids again. This was between the first and second sale of the Stettin cargo. At the third sale I was the auctioneer, and this Newell, father-in-law of Mr. Gore, bid upon some goods. I refused to take his bid, when he became quite angry. I then appealed to Mr. Thompson; asked him if I should take his bid, and he said yes.

Question. Were these goods sold at an advance or at a loss?

Answer. They were sold at a loss at the second and third sales.

Question. Were Ward & Gore purchasers in their own names at the second sale?

Answer. I think they were.

Question. Will you please to have a statement made of all the sales of the Stettin?

Answer. I will.

Question. Was there some disturbance at either of these sales?

Answer. There was merely that trouble, that I would not take Newell's bid. He said he bid on it, and I knocked it down to parties whom I favored, and he would give more for it. He became very abusive. I paid no attention to it there. Afterwards, at our office, he became very offensive, and he was put out. Now we come to the rice sale. I do not remember the name of the vessel. It was a new vessel, I believe, cut out from under the guns of some fort, and sent north by the captors. That rice was sold under the announcement of no reclamations for damage or short weight. My father was under the impression that he sold it, but I think I sold it. It had been in the stores of Ward & Gore for some time. The terms of the sale were handed me by Mr. Elliott. I thought I made them as explicit as I could. I read them from his handwriting, and made no deviation from them. I sold the rice at $2 50 per bushel. Nothing was done about the rice, and the purchasers did not come for it till they brought this letter for a reduction. (See Exhibit 2.)

Question. Do you know of any reason why there should be a reduction of of price in that case?

Answer. No, sir.

Question. What is the difference between the price bid and the price delivered at?

Answer. It was delivered at $1 90 per bushel; bid, $2 50 per bushel; difference, 58 cents a bushel. There were 2,476 bushels, (forty-two pounds to the bushel.) That would make the reduction equal to $1,436 08. There was another case of rice at the same sale. In that case a return was made

to the purchasers of $200. There were 103 casks of rice sold to a man named Lovejoy.

Question. So far as your knowledge goes, do you know of any reason for this reduction?

Answer. I do not. I saw the rice over there, not in a very good state; but then they had an opportunity to examine the rice, and ought to have known what they were buying. There was also a reduction made in favor of Mr. Jenkins. The returns were that Mr. Jenkins bought some goods at the Stettin sale. He bought the goods for linen. I think they turned out to be cotton, and he got a reclamation from the court. Jenkins got an order from the court to pay Gray the reduction of $885 66. Mr. Gray came in shortly after I received this order from the court and got the check, and Jenkins came in soon afterwards, and we said we had just got an order to pay Mr. Gray his reduction, and had just given him the check. Jenkins then said he would go right to Gray's office and get the money. He went and came back, and had a check in his possession for $635 66. He told me that he paid Gray $250. I asked him what for, and he said $200 was to his counsel to get the reduction for him, and $50 he gave Gray for Mr. Upton.

Question. Did Jenkins have an interview with Upton himself?

Answer. I do not think he had. This memorandum I took at the time, and it was signed by our cashier and myself at the time of making it. The next case was that of the Ann. This was a sale of coffee, 310 sacks, sold to Ward & Gore, at 30 cents a pound. Also some tea at 44½ cents a pound. They were allowed to take it at 10 cents a pound off. I did not like the weigher's return of this coffee. Some coffee man was in the office one day—Mr. Scott, I think. I showed it to him. He told me he didn't think it looked right. I took it down to Root & Connell, weighers, and asked them if that was right. They said yes. As I was a notary public, I took their deposition on the back as to its correctness. Then Root said: "I do not mind telling you how that came about; I had an order to weigh the goods liberally." "What for?" I asked. "Mr. Elliott told me to." I asked him if he would put that in writing. He said he would. I found he had taken off 10 pounds a bag on the coffee and 10½ on the tea. I have the true returns here. The difference between the full weight and the other will be found in these papers. Mr. Murray wrote me a letter and said he wanted to have this case opened to get at the facts. Here is a copy of the letter, dated January 23, 1863.—(See Exhibit 11.)

Mr. Upton. Yesterday Mr. Simeon Draper made a statement in relation to this matter. Now his son here says there is an allowance of 10 cents a pound on the coffee, and 10½ cents upon the tea. He further says, that afterwards, on the matter being brought to the knowledge of the marshal, he (the marshal) addressed Mr. Draper this letter, which has just gone into evidence, asking him to furnish all the facts, in order to obtain from the court an order revoking the order making this reduction. Now we come to the point whether the statement which is made in this paper left at Washington makes a true statement of the facts of the case. (Mr. Draper read the statement alluded to.)

Judge Kirkland. That Washington document is now evidence here, and will be an exhibit, will it not?

Mr. Jordan. Yes, sir.

Mr. Upton. Do you know, Mr. Draper, what efforts were made; when they were commenced; whether they failed; and if they failed, why, to obtain a recision of this order to make an allowance to the purchaser of this tea and coffee?

Answer. I do not know. I asked several times if anything had been done about it, and I was told nothing had been done.

Question. Do you know whether, as a matter of fact, the district attorney, or prize commissioners, or counsel for captors, had notice of this application before the order was finally made by the court allowing the reduction?

Answer I know nothing except this order. This is an order from the court.

Question. Now, do you know whether the district attorney, or the prize commissioners, or the counsel for captors, were in the city at the time that application was made?

Answer. I do not.

Question. Did you ever have any conversation with the marshal on the subject of having that recision made?

Answer. Yes, sir; we always spoke to the marshal about these things, because he employed us.

Question. Do you know of any reason why this allowance should have been made?

Answer. There was no reason at all, because the terms of the sale were explicit that there would be no reductions.

Question. What was, in fact, the condition of the tea and coffee?

Answer. I saw the coffee, but it was exhibited in a very dark place. The stores over there are very dark, especially in a cloudy day.

Question. Did you have knowledge enough of the tea and coffee to know whether this application was warranted on other grounds—whether the condition of the tea and coffee was such as to warrant the allowance to be made?

Answer. The coffee could not have sold for much more than it was worth, as another party bid 29½ cents. They had the coffee in their stores for some time before the purchase, and had full opportunity to know its value. It was weighed there on the 22d of November, and weighed afterwards, December 10, again. This was the tea weight, not the coffee. Mr. Murray had the return of the first weight, and never sent it back to us. (On this point Mr. Draper read a letter from Mr. Murray, dated 9th January, and endorsed by Mr. Elliott and Mr. Upton.)—(See Exhibit 12.)

Question. I want to know whether you are in a condition to say whether your knowledge of the tea and coffee was such as to enable you to say whether it sold for more than its real value, or less?

Answer. I think it sold for about its value, according to the bids. I knew by the men bidding there that they had examined it, and knew what it was worth.

Question. Is that the only knowledge you have on that point?

Answer. Yes, sir.

Question. Did you know of any resale of the coffee or tea by the purchaser?

Answer. Yes, sir; I knew of a resale of the coffee to Sturges, Bennet & Co., through Scott & Co., brokers, at 26½ cents a pound net, cash.

Question. How soon after the purchase by Ward & Gore was that resale made?

Answer. Shortly afterwards.

Question. Was it before or after the application for an allowance?

Answer. The coffee was sold after that application, I think.

Question. What was the condition of the market at the time and subsequent to this resale as compared with the condition at the time of the original purchase by Ward & Gore, and had the market risen or fallen in the mean time?

Answer. That I do not remember. Tea went up, I believe, shortly afterwards. You can easily ascertain by referring to the quotations. If it fell at all, I think it went up afterwards. Ward & Gore sold the tea on the 12th of December to Sheffield & Co., Broad street. Their purchase at auc-

tion was on the 29th of November. They sold to Sheffield at 45 cents a pound. That was half a cent over the price they paid at auction. This sale to Sheffield was in advance of the order of the court. Now, all the damage there was on that tea, which was proved by their receiving this price from Sheffield, was on 12 chests of the tea out of 293 chests. That damage was seven cents a pound on 1,013 pounds, so that the whole amount got for damages by Sheffield & Co. was $70 91. Ward & Gore got an allowance from the court of ten cents per pound on the whole purchase, 293 chests, or 31,036 pounds. I make that reduction on the tea to amount, then, to $2,584 70. The allowance on the coffee to Ward & Gore was made before they sold it, and before they sold the tea.

Question. I infer from what you say that the tea was not estimated at the same number of chests sold to Sheffield as Ward & Gore bought at auction?

Answer. Oh, yes; just the same number.

Question. But you speak of some allowance by Ward & Gore to Sheffield & Co.?

Answer. Yes, but only on twelve chests of tea.

Question. Then, as to all the tea except twelve chests the quality, quantity, and price were left at their full figure; but on the twelve chests only an allowance was made to Sheffield & Co. for damage, and that allowance was only $70 91?

Answer. Yes, sir.

Question. Now, in regard to these reclamations and allowances, do you know whether or not they were all made through the instrumentality of an order of the court; and if not, what exceptions?

Answer. These cases of the Ann, of the Stettin, and of the Napoleon, were all made by order of the court.

Question. Do you know what the attitude of the prize commissioners, the United States marshal, and counsel for the captors, was in regard to these allowances—whether they favored them, or opposed them?

Answer. I know nothing except what the order of the court says: "having notice, and not opposing."

Question. Except in the Nevins case?

Answer. Well, in that I do not know what they did in court. I only know that they opposed it to me.

Mr. Jordan. Is there any other matter which has come under your observation which you consider important to be known by the authorities?

Answer. One other thing occurs to me. A gentleman told me something the other day in regard to storage. He said he was willing to come here and state it to you. This man's name is B. H. Hegeman. He said, when the prizes first began to come in here, he offered to take this storage business at mercantile rates, and give large bonds for faithful performance of duty. He said he stated that to Mr. Owen, and Owen said he was exactly the man they wanted; but he was referred to the marshal, to whom he applied about it, and never heard anything of it afterwards.

Question. In regard to the towage of prizes, the care of vessels, the storage of goods, and all other like expenses attending the preservation and sale of prize property—have you any knowledge of the character of these expenses and their property?

Answer. No, sir, except what I have heard about the city. It has been a source of considerable remark. It has been stated that double prices were charged for storage. This Mr. Hegeman stated to me one item about pumping a ship. He said the man who did the work was ordered to make an affidavit that he did the work, when in reality the pumping had never been done at all. He was ordered to make this affidavit by Ward & Gore,

and threatened with not receiving his pay, and he did make such an affidavit for fear of not getting his pay.

Mr. Smith. I think you said, on one occasion, Mr. Draper, that you refused the bid of Mr. Newell. Did you at any time refuse the bid of Ward & Gore, or either of them?

Answer. I do not remember.

Question. Did you at any time, at the request of the marshal, employ a weigher?

Answer. When the first prize sales began—perhaps among the very first—I spoke to the marshal about the weighing and gauging of these goods. He told me to employ a competent weigher, and after each sale, whoever gauged and weighed the goods, to have it done as promptly as possible, so that the returns could come in and the bills be paid. I inquired about among the merchants as to who could be recommended as being good weighers. Afterwards Mr. Connell came down with his card. I told Connell we had not employed any regular weigher yet, but we were perfectly willing to employ him, and we did employ him. Connell had a partner; the firm was known as Root & Connell. When their bills came in, they took off 10 per cent. from the amount charged. I asked the reason of that. Connell said it was customary. I told him we did not desire it; we did not want anything but our regular commissions. However, he left it as it was, and when Mr. Murray came down, my father and myself told him about it. He said, charge it to me, and if anything happens, requiring extra or outside expense, for which there isn't exactly any appropriation, that money will be spent for that. And so the money was credited to Mr. Murray on that day, and it stands so yet.

Question. Is there any instance in which you paid weighers at the suggestion or direction of the marshal?

Answer. We always paid weighers out of the proceeds of the cargo. It was stated in this way, that the weighers were poor and had to pay their hands. So we paid the weighers before the proceeds of the sale came in, and the marshal authorized this to be done. In relation to the reduction in the case of the Ann, I had a conversation with Mr. Elliott in our office, in the course of which Mr. Elliott said to me that I talked too much. I asked him how. He said I made representations and gave wrong impressions in regard to the reduction in the case of the cargo of the Ann. I think he said that I had reflected on himself and on Judge Betts. I stated that I thought that reduction unfair—in fact, a swindle; and I thought there was no reason in the world why it should be made. We both grew very much excited about it. Mr. Elliott told me that I had no right to speak of it outside. I had spoken of it to some of the merchants. I said if the reduction was fair and had been made on just grounds, there could be no reason why the public shouldn't know it. We both grew still more excited, and Mr. Elliott and I separated.

Question. Do you know anything in regard to Mr. Ladd's obtaining possession of goods which had been sold under an order from ——— without a resale?

Answer. I do not think that amounts to a great deal, because it was done to close up the sale of the steamer Stettin; it wasn't a very large amount. The marshal wrote us a letter recommending us to accept the offer of Mr. Ladd.

Question. Was it at a larger or smaller price than the goods had been purchased for at the sale?

Answer. It was at a less price.

Question. Has Mr. Ladd any connexion with the office of the marshal?

Answer. I do not think he has with the office of the marshal. I think he is a son-in-law of the deputy marshal, Thompson.

Mr. Jordan. How much less were these goods sold at to Mr. Ladd?

Answer. I cannot say. They were anxious to have the Stettin cargo closed up. It had been so long on hand, so they told me to send over this small balance to our office and sell the goods for the best we could get. It was a lot of blankets. Ladd took them for $250. Possibly they might have brought $300.

Question. Were you present at the third sale of the Stettin cargo?

Answer. Yes, sir; I think I made it.

Question. When you first went to the place of this sale, at these stores, were they open so that you could gain admittance?

Answer. No, sir; they were not.

Question. Were Ward & Gore there?

Answer. Mr. Ward was there. I am not sure whether Mr. Gore was or not. We waited down stairs in the office for some time. Mr. Gore, I think, said there would be no sale that day.

Question. Did you ask permission to go up to the sales-rooms?

Answer. I asked to go up, but was refused. I insisted that the goods were advertised to be sold, and they must be sold. He would not allow us to go up till the marshal came. We told him about it, and then we were allowed to go up.

Question. Were either of the prize commissioners present?

Answer. No, sir.

Question. Were there bidders present?

Answer. Yes, sir; at eleven o'clock there were some.

Question. A fair number?

Answer. Not many.

Question. When you made the sale, at the time of crying off the goods, were there many bidders there?

Answer. There were not many there at all. That sale was not well attended.

Question. Were you at all acquainted with the firm of Ward & Gore outside of this transaction?

Answer. No, sir.

Question. Do you know whether they have any other business than this storage business?

Answer. Only what I have been told. I have heard that Holmes was a partner in the firm of Ward & Gore, and has an office in Broad street.

Question. Did you ever find this man Smith, who was associated with Holmes in some of these purchases?

Answer. Yes, sir; I have seen him. He told me once that his right name was N. H. Coles, jr., and he said he was a cousin of Mr. Ward.

Question. Did you have any conversation with him in regard to bidding at that sale?

Answer. He did not come for the goods which he purchased. I looked in the directory, but couldn't find his name. I happened to see him near our office one day, and called him in for explanation. He expressed surprise that the parties for whom he purchased had not taken the goods and paid for them. He didn't tell who the parties were at first. Then I put the question directly to him, and he told me he was buying for Ward & Gore, and the deputy marshal Thompson.

Question. Did you have any further conversation with him?

Answer. I remember nothing more. I, however, saw Ward & Gore about it. They said they had not bought the goods; that the goods were not bought for them, and they didn't desire us to think any such thing of them;

did not desire to have their character stand in any such light as that. I told them, if they said they didn't buy the goods, we must believe them.

Question. Was this disclosure before you had refused to take their bids?

Answer. It was before. Smith bought a large amount of goods of every kind. The purchases of Smith and Holmes, together, amounted to as much as $80,000.

Question. Did they buy as a firm together?

Answer. No, they bought separate.

Question. Have you since found out the occupation of Smith?

Answer. He was a buyer. He used to buy for Cochrane & Co. in Broadway, but I think now he is with another house in Church street; I do not know whether as clerk or partner. Here is his card, with a little statement in my handwriting on the back of it. I have here the terms of the sale of the Stettin. The body of this statement of terms is in the handwriting of Mr. Thompson.—(See Exhibit L.)

Question. Who is Thompson?

Answer. I think he is chief clerk in the marshal's office. There is a signature at the bottom of this paper which is not Mr. Murray's, but seems to have been written by Thompson. The signatures to this paper are all in the same handwriting as the body.

Mr. Elliott. In the statement made by Mr. Simeon Draper, something was said by him relative to the purchases of Smith and Holmes in which my name was made to appear in some transaction. I just wish to correct that. It was not Elliott, but Thompson.

Mr. Draper. I think he said that you were present, and you did not oppose in that case.

Mr. Elliott. You do not suppose that either of the prize commissioners vouched for Smith by not opposing?

Answer. O, no, sir.

Mr. Elliott. I never heard of him before. It would be preposterous to suppose that because the prize commissioner or marshal did not object, they thereby vouched for every bidder.

Mr. Draper. Of course not; but I should suppose, if they knew a bidder was not good, they would speak up and say so.

Mr. Elliott. Now, in the case of the Ann, you state that I said that I thought the language you used reflected upon me and upon the court. Did I not go further, and say such statements were calculated to damage all future sales?

Answer. I do not know but you said so.

Mr. Elliott. I think I said such statements were not only a damage to the court, but to the interests with which you were connected. And further, didn't you state that there was a ring formed, in which the judge was implicated?

Answer. I do not recollect whether I said a ring was formed. That is a term a good deal used now-a-days. I may have used it. The people, when they are excited, say a good many things.

Mr. Owen. Did you ever see me present at any of the sales of prize property?

Answer. I did not.

Question. Did you ever receive any direction from me in any manner touching these sales?

Answer. No, sir, I never did.

Question. Did you ever communicate to me, in any manner, any irregularities in regard to these sales?

Answer. Perhaps not to you individually. I may have referred to the prize commissioners, but not to you personally.

Question. Did you, in any manner, communicate to any one in my office any of these irregularities which you refer to?

Answer. No, sir.

Question. Do you know where my office is?

Answer. I do not.

Question. Did you know that I conducted my portion of the prize business there at my office?

Answer. No, sir, I did not.

Question. When did you or your father first commence selling prize property for the marshal?

Answer. The first sale, I think, was the 22d of May, 1862. That was the first catalogue I got.

Question. In the earlier sales, were the prize commissioners present to take charge of either of them; and if so, which?

Answer. No, they were not present at the first two or three sales.

Question. Were they ever present at the sales until the sale of the Hiawatha, and from that time afterwards?

Answer. O, before the Hiawatha, sir, they were there.

Question. Now, take the earlier sales; did you ever, as an auctioneer, advertise those sales?

Answer. We advertised under our auction head.

Question. How long did you continue that practice?

Answer. As long as is customary with auctioneers.

Question. What form did that advertising take? Did you give any information of the character of the sale?

Answer. It was not a long advertisement. We were not authorized to advertise.

Question. In what papers?

Answer. Some four of the morning and evening papers; the same as we advertised the sales of other property.

Question. Was that a uniform practice?

Answer. I think so, sir.

Question. In addition to that, do you know whether the marshal advertised those sales?

Answer. Yes, sir, he did; at least all the sales which I sold.

Question. No exceptions to that?

Answer. No, sir.

Question. Do you know whether the prize commissioners, as prize commissioners, published separate advertisements?

Answer. Yes, sir, they did.

Question. Over their own signatures?

Answer. Yes, sir.

Question. Do you know whether the advertisements of the prize commissioners entered any more particularly than the others into the condition and character of the property to be sold?

Answer. Yes, sir.

Question. They were fuller than yours or the marshal's, were they?

Answer. Yes, sir.

Question. How many papers did it appear in?

Answer. I saw it in the Post and in the Commercial.

Question. Now, taking all these advertisements together, do you not believe that the prize property sold by your firm was sufficiently advertised?

Answer. Well, I do not think the advertisements were long enough, and not inserted long enough in the papers. I do not think they were in over three or four days. I know it struck me two or three times that the period of insertion was too short.

Question. How long would you have them in?
Answer. A week, anyhow, and perhaps longer.
Question. How long did the marshal advertise?
Answer. I do not know.
Question. How long did you?
Answer. Only three or four days; but then it was not our business to advertise.
Question. Now, taking all the advertisements together, have you any doubt about their bringing together a good company of bidders?
Answer. It probably was sufficient advertising for city buyers; but where you want to send newspapers away, or get buyers from a distance, it was too short a notice.
Question. Were there not buyers from Philadelphia and from Boston?
Answer. Yes, sir; but it takes several hours even to reach them.
Question. Wasn't it a common thing, in large sales, for bidders to attend here from those cities, for the purpose of bidding?
Answer. I think, so, sir.
Question. Was there, or not, uniformly a good attendance of bidders?
Answer. Yes, sir; most generally there was.
Question. Now, when you say most generally——
Judge Kirkland. Nobody charges, Mr. Owen, that you did not advertise sufficiently, or did not have a sufficient company.
Mr. Owen. Why, certainly, that was the charge made to the department at Washington. It was the burden of the song.
Question. Now, Mr. Draper, can you specify any particular one of these sales where you thought there was not a sufficient number of bidders?
Answer. No, sir; I cannot name any particular case.
Question. At these sales, generally, were not the biddings spirited? Was there not active competition?
Answer. Yes, sir.
Question. Uniformly so?
Answer. Yes, sir.
Question. Did you or your father dwell properly, and at sufficient length to call out the biddings?
Answer. Yes, sir; I think we did.
Question. Did you ever strike down the goods before the biddings fairly ceased?
Answer. No, sir; we never did.
Question. Did you ever hear anybody complain on that score?
Answer. Yes, sir; one man did, and he was put out of our office for that and other insults. It was wholly untrue.
Mr. Glassey. Have you any doubt about that, Mr. Owen?
Mr. Owen. No, sir; no doubt of it.
Question. Was there anything else connected with these sales which you think was improper?
Answer. Well, at the time of the sales, I don't think the goods were exhibited right.
Question. Do you think of anything else besides that?
Answer. I do not think there was time enough given for examining the goods?
Question. These are two instances; now what else?
Answer. I do not remember anything in particular.
Question. You have stated that you think there should have been six days of advertising before the sale?
Answer. Yes, sir; there should have been at least a week.

Question. Now, did not the order for sale, issued by the court, direct that the sale should be made within three days?

Answer. I do not remember that.

Question. What do you mean when you say the goods were not properly exhibited?

Answer. I mean that the rooms at the Union stores were too dark for one thing. Then the purchasers were seldom, if ever, allowed to examine these goods an hour before the sale.

Question Now, how do you know that?

Answer. Because, sir, I have been over there early to attend a sale myself, and I have seen the doors closed, and no one allowed inside; and I have been appealed to, as an auctioneer, to use my influence to have them opened.

Question. Do you not know, or have you not heard other parties say, that they had sufficent time for examination, and that the goods were properly exposed?

Answer. Well, that I do not know. I do not remember any one using those particular words.

Question. What was the character and kind of the goods generally sold?

Answer. Everything in the world. There were spirits of turpentine, naval stores, dies, iron, drugs, coffee, tea—in short every possible kind of goods.

Question. Now, what would you have done in order to a proper exhibition of these goods, if you had had the direction or the exhibition sufficiently under your control to please you?

Answer. Well, I would have put them in a lighter place. I would have given people more time to examine them. I would have advertised them more fully, and sampled them more fully. The drugs, for instance, at those sales, were never opened at all.

Question. Would you have brought them over to this city to sell?

Answer. I never would have put them in those stores in the first place.

Question. Are not the stores of Ward & Gore large stores?

Answer. They are long enough, but they are pretty low—indeed, very low.

Question. Storehouses are generally very low, are they not? These stores were as high as any storehouses, were they not?

Answer. Well, perhaps they are as high as almost any.

Question. Is not the second floor of that storehouse as light as it is usual to find them in this city?

Answer. They are not as light as Wheeler's stores, because Wheeler's have lights on both sides.

Question. Haven't they on these stores?

Answer. Yes; but Wheeler's stores are only 50 feet deep, and the Union stores are 200.

Question. All that rear room, isn't that sufficiently light?

Answer. I did not think it was particularly light.

Question. Is it not lighted from three sides?

Answer. I believe there are windows there, but they never were all opened.

Question. Now, you say the bidders complained of these things; can you name any of those who complained?

Answer. I do not remember the particular names.

Question. Isn't it a common thing for bidders to complain, and cry nought, nought?

Answer. Oh, yes.

Question. They rather blow on the goods?

Answer. Oh, yes.

Question. That is common in all auction rooms, is it not?

Answer. Well, where they have reason to complain, I suppose it is.

Question. Yes, sir, and sometimes without reason?

Answer. No. I do not think they complain unless there is reason.

Question. Did you ever represent to the marshal that these goods were not properly shown?

Answer. Yes, sir.

Question. When?

Answer. I do not remember the time. I have spoken to him often of it.

Question. Did he not claim that the goods were properly exhibited?

Answer. I have no doubt he did, but that did not make it so.

Question. Now, as to the terms of the sale generally, were they not sales for cash?

Answer. Yes, sir.

Question. What do you mean by sales for cash?

Answer. Well, suppose a sale closed at 4 o'clock in the afternoon, we should expect the cash the next morning.

Question. At what hour were the sales generally made?

Answer. They generally commenced at 10 o'clock in the morning, and finished at half past 3 or 4 o'clock.

Question. Were they not generally finished before three?

Answer. Well, perhaps they were.

Question. Did you not often invite the purchasers into the office at the close of the sales to settle their bills?

Answer. Some men living in Brooklyn who did not wish to come over to New York may have paid in their money at the close of the sale.

Question. Did you generally invite them to call the next day and settle?

Answer. Yes, sir; in accordance with the terms which the prize commissioners themselves prescribed.

Question. Take the sales generally, did not the bidders generally come up and take their bids and pay the money?

Answer. Yes, sir; they were almost all prompt. The most delinquent were the storekeepers; they generally came forward and paid, excepting the five or six cases which I have specified.

Question. How many sales have you conducted.

Answer. I do not remember.

Question. Over a hundred?

Answer. I do not think there was a hundred.

Question. Now, in regard to the number and variety of the purchasers at the sales, was there not generally a great number?

Answer. Yes, sir; a good number of purchasers.

Question. According to your present recollection and judgment what do you think would be the average number present?

Answer. I do not know.

Question. It would be a large number?

Answer. Yes; a good many purchasers.

Question. Were circulars another mode of advertising the sales?

Answer. I do not remember. There may have been some circulars in the case of the Hiawatha.

Question. When the purchasers paid up for their goods did they pay to you or to the marshal?

Answer. They paid to us.

Question. Was that a uniform practice?

Answer. Always, till lately.

Question. Your father was correct in stating that the proceeds were deposited in general account in bank?

Answer. In trust; yes, sir.

Question. What do you mean by "in trust?"

Answer. Well, it was kept in trust.
Question. Had you any account in bank not in trust?
Answer. I think not.
Question. Had he?
Answer. No, sir.
Question. He had money of his own deposited there. Did he deposit that in trust?
Answer. It is all correct, sir.
Judge Kirkland. Was not that all stated yesterday?
Mr. Owen. I am not going to pursue it much further.
Question. Had you a right to check upon that account?
Answer. Yes, sir; I drew upon it by power of attorney.
Question. About how long did the money you received from these sales remain to your credit in bank, on an average?
Answer. Well, just as soon as we could collect the proceeds we made out the accounts, and paid the money to the marshal.
Question. Now, sir, were there not little accounts always hanging back, not paid up? And is it not a fact that you did not pay over these large amounts till all the small sums were paid in?
Answer. We paid over everything when the marshal asked for it.
Question. I asked your father how long he retained the proceeds of the Hiawatha.
Answer. The proceeds of the Hiawatha were kept back some time for this reason: the terms of the sale were that tare on the packages would be allowed. When parties came up to pay their bills, Mr. Cammeyer, the prize appraiser, was there, and gave directions to take off the tare. The parties paid their bills according to the number of pounds stated in the catalogue, with the tare off. When all the bills were in and paid up, Mr. Cammeyer brought in a return, which showed a difference in favor of the government. In some cases it was in favor of the purchasers, but not many. All these I had to go round personally to see, with bills for the amount of the difference between the appraised tare and the tare which they paid. I had to go to all the large houses; and it took me two weeks to do that, which made a considerable delay.
Question. What was the amount in favor of the government you had to collect in that way?
Answer. Some three thousand dollars.
Question. And you collected it?
Answer. Yes, sir; everybody paid up.
Question. Now, you had little difficulties in other cases which kept the money back in your hands, did you not?
Answer. Yes, sir, in some cases.
Question. When you paid the whole over, what sums did you deduct?
Answer. We deducted the weigher's bills and our own commissions.
Question. Were you aware, at the time you did that, that the marshal was bound to return you your commissions?
Answer. What we did was under his directions.
Question. Then your deductions of the weigher's bills and your commissions were done under the marshal's directions?
Answer. Yes, sir.
Question. Did the marshal or one of his deputies assume the general direction of the sale of these goods?
Answer. Do you mean the direction of the crying of the goods?
Question. No; I mean the conducting of the sales—the general government, supervision, and direction of the sales.

Answer. Yes, sir; either the prize commissioners, or the marshal, or his deputy, conducted the sales.

Question. You use the words "prize commissioners?"

Answer. Our commissions are separate. Whatever we did jointly I am perfectly willing to take my share of the responsibility of. I do not mean by this to reflect at all upon Mr. Elliott.

Question. Now, I think, in the statement here it is alleged by this committee that goods were sold in different places from which they were advertised. Do you know of such a case?

Answer. I know of no prize case. We had a revenue case of that kind.

Question. Do you know of a single instance where a prize vessel or cargo has been sold at a place different from that advertised?

Answer. No, sir.

Question. Then, Mr. Draper, this statement in this paper, on that subject, is a mistake; is it not?

Answer. I did not make that statement.

Question. Oh, yes, I know; but I am asking you as far as you are informed.

Answer. So far as I know, the statement is not correct.

Question. Do you know Mr. Grinnell's handwriting?

Answer. Yes, sir.

Question. Is that his signature?

Answer. Yes, sir. I think Mr. Grinnell meant revenue cases when he made that statement.

Question. Do you know of any cases where a number of suits have been brought to condemn prize property which could have been included in one proceeding?

Answer. No, sir; I do not know anything about that.

Question. Have you ever heard of such a thing?

Answer. No, sir.

Question. Now, take the case of the Ann. Did you know that the cargo of the Ann had been weighed but a short time before the sale, under the order of the court and the direction of the prize commissioners?

Answer. I think Mr. Elliott came over to the sale, and the weigher asked him if he should weigh the goods over again; and he said yes, after the sale.

Question. But you knew at the time of the sale that that cargo had been weighed?

Answer. I knew it after the sale, not before.

Question. Did you not know, as a fact, that all the prize property had to be appraised, and of course weighed, before an order of the court could be made?

Answer. I did not know it positively, but I supposed so. I supposed that weighing one bag in a lot of coffee would be enough, without weighing the whole eight hundred. I should think the whole could be estimated from the weight of one. A coffee bag is a coffee bag, in trade.

Question. Now, in regard to the statement made in that letter of January 9, 1863, about weighing the cargo of the Ann, (see Exhibit K,) when did you first hear that the purchasers, Ward & Gore, claimed to have an allowance in that case?

Answer. When the order of the court came to us.

Question. Not before?

Answer. No, sir.

Question. You were asked by some person here before as to that, and you stated that the facts alleged here by this committee were correct?

Answer. Yes, sir.

Question. Will you state where you got your information, stated in this paper, concerning the Ann?

Answer. I had a practical knowledge of it myself.

Question. Did you aid Mr. Glassey in getting up any of these statements?

Answer. I may have given him some facts.

Question. Did you go with him to the court to examine the papers?

Answer. I did not. He went himself; and he told me that he found the affidavits of two men with reference to the tea and coffee; and, also, he found the order of the court and the report of the referee.

Question. Do you understand that to be all?

Answer. I think so.

Question. Mr. Glassey wrote up this statement?

Answer. It is his writing.

Mr. Owen. You left out some important parts of the testimony. There was a statement of Ward & Gore which you have not put in.

Mr. Glassey. It was substantially the same as the petition.

Mr. Owen. Not at all, sir. It is stated in the document prepared by Mr. Glassey that it does not appear by the papers on file that any notice was given to the district attorney or counsel for captors, although it is stated in the order of the court that they had notice. Do you know anything of that?

Mr. Draper. I only know what the order of the court says.

Question. It is stated here in Mr. Glassey's paper that an examination of the papers on file in the clerk's office, on which the order reducing the price was made, discloses the following facts: The papers consist of a petition signed and sworn to by Ward & Gore; an order of reference to Edward H. Owen, esq., one of the prize commissioners; two affidavits, &c.; a report by Mr. Owen, dated December 19, recommending that the prayer of the petitioners be granted. Now, did you know anything about that? Especially do you know whether those were all the papers on file in that case?

Answer. I do not know anything about that. Ask Mr. Glassey; he knows.

Question. Do you know whether or not that property—the coffee and tea—sold to Ward & Gore on that occasion, rose in market value immediately thereafter, or intermediate—between the day of sale and the time when it was sold again?

Answer. They sold it at a higher price before they paid for it. It must have risen in the market, because they sold it at a higher price.

Question. Who was that other bidder there who bid 29½ cents?

Answer. I cannot state who he was. I asked several parties, in order to make sure of it. I do not know whether it was Mr. Scott, O'Donohue, or who it was. I remember the bidding was close.

Question. Do you remember selling a cargo of raisins by the Albert?

Answer. Yes, sir.

Question. When was that sale made?

Answer. I do not remember.

Question. Was it along in January?

Answer. I do not remember.

Question. Was there not a reclamation made by the purchaser?

Answer. I think now there was.

Question. Do you remember of interesting yourself to have that reclamation allowed?

Answer. Yes, sir.

Question. Did you not write to the marshal in reference to it?

Answer. No, sir; I did not. I had forgotten about that case till now you mentioned it. The man's name, I think, was Windmuller. I had no interest in that matter whatever.

Question. Was that property sold without reclamation?

Answer. Yes, sir.

Question. Was not that a proper case in which to allow a reclamation?

Answer. Yes, sir; I think it was.

Question. Do you think, in any one of these sales, notwithstanding the notice, that no reclamation would be allowed if the goods turned out decidedly different from what they were represented to be? Do you think it would be unjust to the government or to the captors, or to anybody, to allow a reclamation?

Mr. Glassey. Is that a question on which the opinion of the witness ought to be taken? Is it not a question involving the peculiar skill of an expert?

Mr. Owen. There is great complaint upon these several cases of reclamation, and I wish to have it shown whether they were unjustly made.

Mr. Glassey. That must be decided upon the merits of the case, and not by the opinion of witnesses.

Mr. Jordan. Opinions have been expressed by both witnesses upon that point—that reclamations ought not to be allowed because the terms of the sale forbade.

Mr. Glassey. I was not here when that took place, but I think opinions of witnesses have no weight.

Mr. Jordan. This witness himself, this morning, gave an opinion on that point. I asked him whether Ward & Gore ought to have had a reclamation on their purchase of tea and coffee. He said he thought it improper, because the terms of the sale forbade.

Mr. Upton. Also in the case of Nevins & Co. he thought the reclamation was improper.

Mr. Glassey. I do not insist upon the objection.

Mr. Owen. The question was whether, or not, it would be unreasonable, improper, or unjust, to make allowances to purchasers where, on a subsequent examination of the property, it was found to be damaged decidedly more than it was generally supposed to be at the time of sale.

Answer. I have no doubt, in such a case, that it would be proper to make the reduction.

Question. Then the question of reduction or no reduction would depend upon the fact of whether it was actually damaged or not?

Answer. Yes, there would be no difficulty about anything as palpable as that; but there are different ways of making these reductions, Mr. Owen.

Question. Reductions would rest upon the truth of the statements of the purchaser; would they not?

Answer. I suppose so.

Question. If you should sell an article supposed to be in good condition, and it should turn out badly damaged, wouldn't it be right to make an allowance for it?

Answer. Yes, sir; that would be right; but not if it is damaged, and sold as damaged. About the raisins; the gentleman came into our office about other business. I remembered the man. When he spoke about the raisins, I remembered that he had bought some. He said they turned out to be all alive with insects. I went to see them myself. I did not rest upon the truth of his statement, and I may have represented the facts to the marshal. I do not remember whether they were sold as damaged.

Question. Do you not remember that the marshal showed a letter from me refusing to allow the reclamation?

Answer. * * * * * * * *

Mr. Upton. Was there a catalogue of that sale?

Answer. I do not remember.

Mr. Owen. Was it an uncommon thing for purchasers to come forward,

after the purchase, and say these things do not quite correspond with what we supposed them to be?

Answer. Yes, sir; that was often the case.

Question. Is it not a common thing, in ordinary sales, to make an allowance to purchasers under such circumstances?

Answer. Yes, sir; but in New York it is very seldom that *terms* are made in that manner. The catalogue of this sale is just handed me, and I see that these raisins were not sold as damaged. The terms of the sale were cash. They were not sold without reduction.

Question. What was the date of that sale?

Answer. The 21st of June.

Question. Was not that property sold as perishable?

Answer. It may have been. In some cases papers are handed to me while the sale is going on. Very often it happens that the terms are directed to be departed from during the sale.

Mr. Upton. What is the connexion in business between yourself, Mr. Draper, and your father?

Answer. I am interested in the concern.

Question. Are you a partner?

Answer. It amounts to the same thing, sir.

Question. In the matter of these sales, and all proceedings connected with this prize business, do you not act, and have you not acted, by his advice?

Answer. I am 21, sir.

Question. That is not an answer to my question. You might act by his advice if you were 50. Do you, or do you not, in all these prize matters, act under his direction?

Answer. Sometimes I do, and sometimes not.

Question. Have you acted in these matters against his advice?

Answer. I do not remember. All I can say is that I can do as I choose.

Question. But I want to know if you recollect of your acting, in any single case, against the advice of your father?

Answer. I do not remember anything about that.

Question. Now, you say, in relation to the advertising of these prize sales, that the advertisements published by the marshal were general, without specifying the kind or quality of the property. Now, did not the marshal's advertisements invariably say what the cargo consisted of?

Answer. No, sir.

Question. When a cargo consisted of spirits of turpentine, the advertisements said so; of general merchandise, it said so; or if it was an assorted cargo, it said so; did it not?

Answer. Yes, sir.

Question. Well, then, there was a specification. Did you ever hear any one say that the advertisements of the marshal were not in full compliance with the law?

Answer. I do not know anything about the law.

Question. Have you any reason to believe that they were not in every respect in compliance with the law?

Answer. No, I have not.

Question. Do you not know that any advertisements of these prize sales, in addition to those of the marshal, were such as were beyond the requirements of the law?

Answer. I do not know anything about the law.

Question. Did you ever hear that the prize commissioners were required by law to make advertisement of these sales?

Answer. I do not know anything about the law, I tell you.

Question. You were not required by law to advertise, were you?

Answer. No, sir.

Question. You have stated that when you went over early in the morning of one of the sales you found a crowd about the store who had not been allowed to go in, and they made great complaint about it. Now, let me ask you if it would have been quite prudent or proper, before the arrival of the marshal or any public officer, to allow a crowd indiscriminately to rush into the store where there was a cargo of assorted merchandise?

Answer. I know it is always done.

Question. You do know it?

Answer. I do, sir.

Question. Before any officer was present?

Answer. Well, the storekeepers were there with their men. They could protect the goods.

Question. Now, do you not know that after the prize property had been advertised it was the invariable custom to give permits to examine it?

Answer. I know it was not, sir, and I know it was refused when applied for.

Question. I want to know how you know it?

Answer. Mr. Murphy told me he applied for a permit, and was refused. He is in the firm of Murphy & Griswold.

Question. Is he the same man who bought the cotton?

Answer. Yes, sir.

Question. When did he make complaint about it?

Answer. I met him in the street one day, and he told me of it.

Question. Are there any other parties who applied for permits, and did not get them?

Answer. Yes, sir, I think there are. I can find out.

Question. Was this refusal to Murphy long ago?

Answer. No, sir, a short time ago.

Question. Was it since you ceased to act as prize auctioneer?

Answer. I do not remember.

Question. Well, was it within the last ninety days?

Answer. It may be; it was before March, I think.

Question. Do you know that the marshal has refused to allow persons to inspect property advertised for sale?

Answer. It has been called to my attention. I do not remember the names of persons who have been refused.

Question. Now, you have stated that the attendance upon these sales was good. Did you hear your father say yesterday that the attendance was not good?

Answer. I do not remember his saying anything of the kind.

Question. If he did you differ from him, do you not?

Answer. I think the attendance was pretty good.

Question. Did you ever know that these storehouses where the sales were made were government stores?

Answer. I did not know it. I never saw a government officer there; and if I had, I shouldn't know that it was government property.

Question. I understand you to say that the property brought full prices?

Answer. Yes, sir, it brought full prices.

Question. Was the sale of the cotton in the cargo of the Napoleon made by you?

Answer. By my father, I think.

Question. Were you present?

Answer. I do not remember.

Question. Do you know Nevins & Co.?

Answer. I know their agent, Mr. Heath.

Question. How long was it after this sale was made that Heath, as agent for Nevins & Co., came to your office for the purpose of getting you to pay back a portion of that purchase money?

Answer. I think it was as soon as he got it weighed, and found out the discrepancy.

Question He had the cotton in his possession, did he?

Answer. Yes, sir,

Question. It was weighed without your superintendence, was it?

Answer. Yes, sir.

Question. You took his word for it, did you?

Answer. Yes, sir; I would take it quicker than a great many others.

Question. You went with him to the marshal's office?

Answer. Yes, sir.

Question. And saw the marshal, and told him that it was a proper case for allowance?

Answer. I think so, sir.

Question. And that without regard to the terms of sale?

Answer. The terms of sale had nothing to do with that. It was a demand for what he had bought; it was not a demand for less price. It was a demand that he be paid back for the water, for which he had paid fifty cents a pound.

Question. When you went there, to the marshal's office, did you not state that your father wanted you to come?

Answer. It was so long ago I cannot tell the conversation.

Question. Did you not give the authority of your father?

Answer. I do not know whether I did or not; I probably should if I had it; if not, I wouldn't.

Question. Did you not urge the marshal, in the strongest possible manner, to make this allowance?

Answer. No doubt I did, and would again under the same circumstances.

Question. Did you hear your father state that I favored the reduction?

Answer. If he did he was in an error, because you did not.

Question. Now, I want you to state, if you can, whether your father said anything to you at all in relation to that reduction before you went to the marshal?

Answer. I do not know. I do not remember.

Question. Do you remember whether your father knew that you were going to the marshal?

Answer. I do not know.

Question. Did not you ask him about going there?

Answer. I did not ask his permission to go up there, and I do not ask when I want to go anywhere. If you want to get at the fact as to whether we were paid anything, why don't you ask Mr. Heath?

Question. Did you not interest yourself personally in behalf of Heath?

Answer. I did, sir, and I would do it to-morrow.

Question. I have no doubt you would. That was the first reclamation made, was it not?

Answer. Yes, sir, the first I knew anything about.

Question. Now, sir, another subject: You say, and I think your father said, that the proceeds of this prize property, after having been deposited in his own name, was paid over to the marshal whenever he asked for it.

Answer. Yes, sir.

Question. Now, I want to ask you if Mr. Thompson, the marshal's deputy, has not been to your office day after day, and week after week, demanding payment of the proceeds of this prize property, and you have put him off?

Answer. If he says any such thing he says what is not true.

Question. In the case of the Stettin, did you not, day after day, postpone the payment of the funds received by you as proceeds of that cargo upon the excuse that $150 had not been received from some purchaser to close up the sale?

Answer. I do not remember that we did; and if we did it was for this reason, that when our checks went out the accounts went with them. But if, at any time, Thompson came and demanded his money, we have always told him that we would rather pay him than to have it in bank, and any man who says we have withheld payment day after day, tells what is not true.

Question. You had no understanding with the bank for any profits by reason of these large deposits?

Answer. No, sir; go and ask the bank. All the profit we ever had was our commissions.

Question. Were you in the habit of getting discounts on the basis of these large deposits?

Answer. No, sir; we have never been in the habit of getting credit from anybody.

Question. In crying this property, did you ever bid upon it yourself?

Answer. Possibly I may have done it for the benefit of the government.

Question. Did you not state, after the purchase of that coffee—a portion of the cargo of the Stettin—that the bids, beyond a certain sum which you named, were not *bona fide*, except the bid of the man to whom it was struck off?

Answer. I do not remember of ever making any such statement.

Question. You have sometimes run up the bids in that way?

Answer. That is often done by auctioneers.

Question. Well, in this case of the purchase by Mr. Newell, you run up the bids, did you not?

Answer. I do not think I sold that cargo. I said that *we* sold it. I think, perhaps, I sold a part, and my father a part.

Question. Was it not given as a reason for the reduction made from the amount paid by Mr. Newell, that a fraud had been committed by the auctioneer bidding up the property at the sale?

Answer. No, sir; I do not think I sold that part of the cargo. I did not sell that coffee, and did not make any such statement.

Question. Were you there?

Answer. I do not think I was in the room at the time that coffee was sold. I did not sell beyond lot No. 259 on the catalogue, and was not present in the room. There were three sales of the cargo of the Stettin, and that coffee was sold at the first sale. This lot of coffee was number 294 on the catalogue, and any man who states that I bid up the property tells what is not true.

Question. How do you know that you were not present?

Answer. I remember going out. I was very tired, and left immediately after I was done selling. I am under oath and know what I am talking about.

Question. Now, when a man buys linen, and it turns out to be cotton, what would be your opinion as to the propriety of a reclamation?

Answer. I have no opinion about it, because it was a decree made by the court.

Question. When it is water and cotton, then you have an opinion?

Answer. Well, I should have just such an opinion in the other case.

Question. You state that the order of the court had not been opposed by the prize commissioners and counsel for the captors. Did you not know that that order was revoked?

Answer. No, sir; I did not know that.

Question. Suppose it should turn out, as a matter of fact, that it had been revoked?

Answer I asked several times at the marshal's office as to that, and was told each time that it had not been revoked.

Mr. Upton. This order was revoked on the 14th of March, and this witness comes here now and says it had not been opposed.

Mr. Glassey. That revocation was not made until after the whole matter had been before the government.

Mr. Upton. Now, you say that this two and a half per cent. commission, which was retained out of the prize proceeds, was retained by the marshal's direction. Do you mean to say, that if the marshal had not directed you to retain that commission, you would have paid it over?

Answer. I do not know what would have been done if something else had been done. I suppose we would.

Question. Have you any doubt that your father would have kept back that commission, even if the marshal had told him not to?

Answer. He was not placed in that position, and cannot tell what would have been done.

Question. You cannot suppose such a case?

Answer. No; I do not like to suppose.

Question. Had you any information which led you to believe that an investigation into these prize proceedings was necessary, or did you make any complaint before you had become apprised that your two and a half per cent. commission was in danger?

Answer. I do not remember. The first instance of irregularity, I think, was the Solidad Cos. I was then able to get and state the facts. I then went to Washington and made a statement. That was in January. Mr. Jordan stated that if the papers were put into his hands, he would exert himself to the best of his ability to examine into the matter.

Question. Can you state what time you next went to Washington on this matter?

Answer. I do not remember.

Question. Toward the last of January?

Answer. No; I think my visits were further apart.

Question. You had received a copy of a letter prior to that, had you not?

Answer. I think I did.

Question. Here it is, is it not?

Answer. I think that is the letter.

Question. Before you made complaint at Washington you had received this letter from the marshal? (See Exhibit 13.)

Question. Now, when you say there was an agreement between your father and the marshal that you should have two and a half per cent. commission on prize sales, you do not mean to say that that commission was mentioned in terms, but that it was inferred, inasmuch as that had been the customary commission?

Answer. I did not make the agreement, and I do not know anything about it.

Question. I understood you to say that your father made an agreement. Did he tell you that two and a half per cent. commission was especially agreed upon?

Answer. I do not remember that he did.

Question. When it became a matter of question whether the auctioneer could any longer hold on to his two and a half per cent. commission, and it was settled that the instructions of the Solicitor of the Treasury would have to be complied with, did not your father get Mr. Grinnell to go to the district attorney in his behalf?

Answer. I do not know what he did.

Question. Now, what course did your father take on this committee?

Answer. I do not know. Ask him; you had him here yesterday; why didn't you ask him then?

Question. What did Mr. Grinnell say about that two and a half per cent. commission?

Answer. I don't remember of his saying anything. If he said anything, he said he ought to have more than that.

Question. Do you not know that Mr. Grinnell interested himself to get your father the appointment of auctioneer in these prize cases?

Answer. I do not know anything about it.

Question. Are they not the strongest personal and intimate friends?

Answer. Yes, sir.

Question. Has he not told you that he interested himself to get the appointment?

Answer. No, sir; he never told me so. If he did it, I have no doubt he did it voluntarily, as any other gentleman would. I do not think my father asked him to do it.

Question. How did Mr. Grinnell come to be on that committee? Was it not because your father asked him?

Answer. I do not know.

Question. Who got Mr. Marshal appointed on that committee?

Answer. I do not know.

Question. Did not Mr. Grinnell select all the gentlemen on that committee?

Answer. I do not know anything about it.

Question. And your father selected Mr. Grinnell?

Answer. I do not think he did. If he did, he could not have got a better man.

Question. Did not you yourself go to E. Delafield Smith, the district attorney, to get him to retain you that 2½ per cent. commission?

Answer. I did not.

Question. Did you not go to Mr. Evarts?

Answer. I did not.

Question. Did not your father go to him?

Answer. How do I know where he goes?

Question. Didn't he tell you?

Answer. He did not tell me anything about it. I do not know anything as to what he did, sir.

Question. If you had preserved your position in relation to your 2½ per cent. it would have amounted to about $100,000 by this time, would it not?

Answer. I have not computed it. It would have amounted to about the same as yours, I suppose.

Question. Your father says half as much.

Answer. Well, it may be half.

Question. Did your father ever tell you that Mr. Evarts advised him to hold on to the $3,500 over and above what the order of the court awarded him?

Answer. I do not know anything about it; that sum has been retained.

Question. Has it not been demanded?

Answer. I believe it has.

Question. And your father refused to pay it?

Answer. I think it very likely he did.

Question. There's a letter your father wrote to the marshal; let me ask you if that is a copy?

Answer. I do not know that it is a copy; it may not be an exact copy.

Question. Is it the original?

Answer. We do not generally keep the original when we send it away.

Question. Well, a duplicate then? (See Exhibit 14.)

Statement of Mr. J. H. Draper continued.

THURSDAY MORNING, *May* 7.

Mr. Smidt. Mr. Draper, you were asked by Mr. Jordan yesterday whether there were any other matters which you had not mentioned relating to these prize cases, and which you thought ought to be investigated. You said you did not think of any other; have you since thought of any?

Answer. There is one, I think. On the 16th of February, 1863, there were sold at Union stores, Brooklyn, 45 bales cotton, ex Reindeer, at 87 cents per pound; 52 bales cotton, ex Monte Christo, at 92½ cents per pound; 32½ bales cotton, ex Rambler, at 82½ cents per pound; total, 130½ bales, to E. A. Allen, whose purchase was then and there approved by the deputy marshal. Up to the 1st day of April this cotton had not been paid for, nor had it been resold. I know that from Mr. Thompson saying so. Thompson said that the cotton had not been paid for nor resold. I think the day he said it was when the first cargo under the new law was sold. I know it was in the month of April.

Question. Has the market value of cotton increased or diminished since lying in the stores?

Answer. It has diminished.

Question. To a serious extent?

Answer. Well, no; from 90 to 89.

Question. Now will you look at this letter and tell me whose handwriting that is?

Answer. That is Mr. Elliott's.

Question. To whom was that letter addressed?

Answer. To my father. (See Exhibit 15.)

Question. Will you read it? (He read it.)

Mr. Draper. Here is another case: A purchase of spirits of turpentine on which a reduction was claimed by Dollner, Potter & Co. There is an affidavit here made by Benjamin Bateman, broker of naval stores, (which Mr. Draper read.) (See Exhibit 16.) Here is a letter from the prize commissioners relating to that transaction. This letter was sent to us and was approved by the marshal:

"OFFICE OF U. S. PRIZE COMMISSIONERS FOR SOUTHERN DISTRICT OF NEW YORK,
"*New York, August* 19, 1862.

"DEAR SIR: On reading the affidavit of Mr. Bateman, I think the allowance claimed by Messrs. Dollner & Potter ought in equity to be made.

"Yours,

"HENRY H. ELLIOTT.

"R. MURRAY, Esq.,
"*United States Marshal.*

"Approved.

"ROBERT MURRAY,
"*United States Marshal.*"

There was another lot—some colored naphtha—connected with that last sale on which an allowance of $311 was made. (See Exhibit 0.)

Mr. Jordan. Have you any other information in regard to that matter?

Answer. No, sir.

Question. Was the allowance actually made?

Answer. Yes, sir; it was.

Question. Was there any application to the court to obtain it?

Answer. Not that I know of.

Mr. Owen. Do you know how that spirits of turpentine by the Alliance was sold?

Answer. No, sir; I do not. I think I did not sell it.

Question. Did you inquire into that to see if the allowance was fair?

Answer. No, sir; I had no way of examining it. There was another allowance made on the 1st of August, 1862. It was on a petition brought by Zophar Mills, and on an affidavit by him, wherein he states that he bought 799 barrels of rosin. 103 barrels turned out to be not rosin, but dross and unmerchantable article—a mixture of dirt and rosin particles. I have no remembrance about that, and I found no papers, except the weigher's return. I have no certain recollection that an allowance was made upon that, but I think they were permitted to take it at $5 per barrel. I do not remember what it was bid off for.

Question. Supposing that affidavit true, was the reduction unfair?

Answer. Perhaps not, sir.

Question. Well, that allowed in the other sales would be improper, notwithstanding the terms of sale?

Answer. No, sir; rosin ought to be rosin. I do not think these goods were sold as damaged. My remark would not apply where goods are catalogued as damaged and sold as damaged.

Examination of Mr. Thomas T. Sheffield.

(Sworn by Mr. J. H. Draper, notary public.)

Mr. Glassey. What is your business, Mr. Sheffield?

Answer. I am a jobbing merchant and grocer.

Question. Have you a partner?

Answer. Yes, sir, two; the firm of Sheffield & Co., doing business at 60 Broad street.

Question. Are you acquainted with Ward & Gore?

Answer. I am, sir.

Question. Did you in the month of December last buy any tea of them?

Answer. We did, sir.

Question. On what date was your contract made?

Answer. On the 12th of December.

Question. How much tea did you buy in that case from the cargo of the Ann?

Answer. I think it was 293 chests.

Question. What were the marks upon the packages?

Answer. So far as they were not obliterated A. H. was the mark, running from Nos. 1 to 4.

Question. Is that a copy of the transaction? (handing witness a paper.)

Answer. Yes, sir.

Question. At what price did you buy that tea?

Answer. At forty-five cents a pound, less two and one-third for cash. Tea is sold usually on four months' time, or less the interest for cash, as parties agree.

Question. Where was that tea at the time you made the purchase?

Answer. At the Union stores of Ward & Gore, in Brooklyn.

Question. Was it delivered to you there?

Answer. Yes, sir.

Question. Was that tea damaged, or any portion of it?

Answer. Yes, sir.

Question. To what extent?

Answer. There were twelve chests musty.

Question. Did they make any allowance to you for that damage?

Answer. They did, sir. They allowed seven cents a pound on these twelve chests—on all that we claimed as damaged. The damages claimed and allowed was $70 91.

Question. Do you know where they got that tea from?

Answer. I do not, sir.

Question. Do you know whether Ward & Gore have any other business than that of keeping storehouses?

Answer. I do not know that they have.

Question. When you made this purchase, had you any difficulty in getting possession of the tea?

Answer. It was not delivered till about the 22d of the month. It was not ready to be delivered at the time I sent an order for it.

Question. For what reason?

Answer. I do not know the reason. They said there were some forms to go through which were not yet completed. I think they said the marshal or somebody was out of town at the time.

Question. Did you have any other order for it than your own when you finally got it?

Answer. I think they finally delivered it on our order, on or about the 22d of December. We simply made an order on Ward & Gore for it, and my impression is that it was delivered on our order.

Question. This paper is a memorandum of all the particulars of that transaction, is it not?

Answer. Yes, sir.

Question. In your handwriting? (See Exhibit 17.)

Answer. Yes, sir.

Mr. E. C. Benedict. That writing at the top of this memorandum; is that in your handwriting too?

Answer. Yes; all mine.

Question. Was this memorandum made lately?

Answer. Not long ago.

Question. At whose request?

Answer. At the request of Mr. John Draper.

Question. About how long ago?

Answer. I cannot say exactly, because I have hardly thought of it since. I think it was a month ago or more.

Question. What was the condition of the packages of this tea—somewhat defaced?

Answer. Yes, sir, considerably so; more so than we usually receive tea in.

Question. A bad article? I mean the exterior packages.

Answer. Yes, sir. Some of them were in good order, but as a general thing the packages were in bad order.

Question. Had they any mats on?

Answer. No, sir.

Question. Is it usual for tea to come in mats?

Answer. Sometimes, and sometimes not.

Question. Is bad order of the external packages accounted as a damage in commerce?

Answer. I should say not. These goods were in what we call English order.

Question. Can you tell me whether, intermediately or for a few days previous to the time of this purchase, teas were rising or falling?

Answer. The market was generally hardening, generally advancing right through.

Question. Did you sell the tea?

Answer. I did, sir.

Question. What did you get?

Answer. I sold a hundred chests for 48 cents, some at 50, and some as high as 55 on this rising market.

Question. How long after you purchased?

Answer. It would be a nice matter to say. I think I closed them out within a couple of months or so. Referring to the books would tell the whole story.

Question. Do you remember that you had an order for that tea, or for a portion of it, from Baltimore?

Answer. I recollect that I sold some to parties at Baltimore?

Question. Before you sold this tea did you put the packages in order?

Answer. Part of the tea was shipped direct from their stores, and part was carted to my store, and there put in order.

Question. That which was shipped from Ward & Gore's stores, was that in good order?

Answer. Yes, sir.

Question. You picked out the best and shipped it thence?

Answer. Yes, sir.

Question. What did you get for that?

Answer. I am not quite sure whether it was 47 cents net cash, or 48 less three per cent.

Question. Did you put those in order which were brought to your store?

Answer. I did. I had some of them taken down to Martin & Kitchie's, and had mats put upon the packages, and I had some of them put into new chests.

Question. Did that give it the appearance of new, fresh packages?

Answer. It did on the outside.

Question. And was it sold in that condition?

Answer. Yes, sir.

Question. And for these new packages you got higher prices?

Answer. Yes, sir.

Question. The higher prices you have stated—55 cents?

Answer. Yes, sir.

Question. Were they not sold as original, fresh packages?

Answer. No, sir. Any man who sells tea can tell the difference as well as any one could pitch from tar. We said to the man buying in this case, "they came in English order."

Question. Who examined the goods which you first shipped from the stores to see if they were damaged?

Answer. Well, no one; only twenty-five packages were shipped from the store.

Question. Were all the rest of them examined with that view?

Answer. Yes, sir; all of them.

Question. Who examined them?

Answer. I took the packages down to Martin & Ritchie's, and I went down and bored into every chest so we could pull out a little tea.

Question. Who are Martin & Ritchie?

Answer. Their business is to repack teas, make new boxes, put up the teas in half-pound boxes, and put them in saleable order. It was there that we examined them. We had a part of them put in half-chests. We wrote to the parties in Baltimore, stating that on the teas coming into the store we found some of them damaged, and we asked them to examine those they had received, to see if they were all correct, as we wished to know before we settled the bills. These parties are wholesale tea merchants in Baltimore.

Question. Did your broker examine this tea before purchasing it?

Answer. He brought over to us some samples from each number, from 1 to 4. Invoices of teas are usually numbered; these happened to be from 1 to 4. I bought them by the samples.

Question. Did your broker inform you that he told Ward & Gore, or that his opinion was, that these teas were not worth more than 35 cents?

Answer. Not that I know. I think he said this—that some party had offered 35 cents.

Question. Was that the first offer you made?

Answer. No, sir; the first offer I made was 40 cents. I think Mr. Samuel Barber offered 35 cents. I think there were various offers between 35 and 40 cents. This happened in the broker's office. There was considerable competition for the lot, and other parties buying wouldn't be likely to tell me what they were offering. I think there were several offers of 40 cents. I think there was an offer of 43 cents, and all along from 35 to 45.

Question. Were these offers for cash?

Answer. The usual terms. If I buy a lot of teas, and nothing said as to terms, I have a right to claim three months' time or interest off.

Question. Did you see Ward & Gore about the teas?

Answer. I think not till after the purchase. I never met Mr. Ward in my life.

Question. So that you do not know what were the prices at which they held the tea?

Answer. I do not know.

Question. Did not your broker tell you?

Answer. The broker said he thought he could buy them at 35 cents. There didn't seem to be any particular price on them. They evidently wanted to get what they were worth.

Question. And get up an active competition for them from 35 to 45 cents? That's the old story.

Answer. Yes, sir.

Question. Do you remember coming over to the stores to look at the teas and being invited to look at a lot of coffee?

Answer. Yes, sir; I was shown some coffee there at that time.

Question. What opinion did you express with regard to that coffee?

Answer. I think I said it wouldn't suit my trade. It was not merchantable. It would not do for me. Some of it was damaged. It was not coffee to sell green; I mean not roasted.

Question. Was that because there were a great many bad kernels in it; because it was not handsome? Were there not many black kernels?

Answer. Well, a great deal of sound coffee comes with black kernels; but it wasn't such coffee as I wanted to buy.

Question. Roasted coffee covers a multitude of sins, does it not?

Answer. Yes, sir.

Question. What did you say you would give for the coffee?

Answer. I do not recollect.

Question. Do you remember of saying you would pay 35 cents?

Answer. I do not remember of saying it, but I certainly wouldn't.

Question. Did you say you would give 25?

Answer. I do not think I said so. I think I recommended them to show it to a coffee-roaster as the best way to get rid of it. A great many folks buy just such coffee and sell it. There are certain sections of trade and country where peas and rye do very well, and such coffee would sell there.

Mr. Upton. This tea was sold to you through a broker?

Answer. Yes, sir.

Question. And although the agreement of the sale was made between yourself and the broker on the 12th of December, yet it was not closed till December 22?

Judge Kirkland. The delivery was not made; the sale was complete before that.

Mr. Upton. Well, that I understand to be a part of the sale. There was no payment or part payment till after the delivery, December 22?

Answer. Not till after I got some of it.

Question. And you did not get any till after December 22?

Answer. About that.

Judge Kirkland. You say at the head of this memorandum it was paid for with a broker's sale note?

Mr. Upton. Yes, but you paid no money on it till the 22d? You agreed to buy it on the 12th, did you not?

Answer. Yes, sir; the broker's contract was made on the 12th, and the broker's sale note was on the 12th.

Question. Do you know of your own knowledge that Ward & Gore had any knowledge of this sale themselves? Wasn't it between yourself and the broker alone?

Answer. No, sir. I saw Mr. Ward about it. I saw him for the first time on the day I bought the tea; I met him on the stairs, and was introduced to him; told him my anxiety to have the tea, because I had already sold it to a friend in Baltimore, and wanted to ship it that day. They said that they and all the officers were so busy it would not be possible to deliver the tea that day, but they would endeavor to do it the next morning, and this was on Friday.

Question. Where was this conversation?

Answer. It was in the broker's office, in the building of the Journal of Commerce.

Question. By whom was the commission broker paid?

Answer. By the seller always.

Question. Have you referred to your books for the purpose of ascertaining if that date is the correct one as to the payment and delivery of the tea?

Answer. No. My recollection of it is, that when the bill came in it came dated on the 22d, which, I think, was the day on which they were weighed.

Question. Do you not remember that you did not pay anything on account of that purchase until the 27th, and then that you made partial payment?

Answer. Yes, sir; on the 27th we gave our check for $4,000, and on the 29th another check for $6,000.

Mr. Benedict. Ward & Gore were to allow you something for lighterage?

Answer. Yes, sir. Goods purchased in Brooklyn are always deliverable in New York at the expense of the seller for lighterage.

Question. Weighing—what would that be?

Answer. The weigh-master can tell; I do not remember.

Question. So that cash price which they sold to you for, and which was a cent and a half less than they gave for it, was still further reduced by the expense of lighterage, brokerage, and weighing?

Answer. I suppose so. I do not know what they gave for the teas, however.

Question. Well, we do. When you bought these teas was there not an arrangement for you to pay in a certain kind of paper not your own?

Answer. No, sir; we paid our own paper.

Question. Your son is a broker, is he not?

Answer. Yes, sir.

Question. Did he cash the paper?

Answer. I think so, sir. I do not remember further than that the broker told me so. I said to Mr. Ward we would take the teas at four months, and if he wanted it cashed at 3½ per cent. they would cash it; but the fact was that the money market went up, so that we paid it ourselves.

Examination of J. H. Draper resumed.

Mr. Elliott. Did I ever intervene in any other case than that you have mentioned?

Answer. I do not remember.

Question. Have I not in one or two other cases made application to you in behalf of buyers who wanted a little accommodation?

Answer. I not remember.

Question. Did not Ward & Gore apply for permission to take the goods which they purchased in these prize sales and pay for them as they took them?

Answer. Yes, sir.

Question. After awhile did you not have a difficulty with them, and some high words?

Answer. Yes, sir, in the case of the tea.

Question. Did not a little difficulty arise between you, on account of which you positively refused this accommodation of permitting them to take part of the goods and pay for them as they took them? Did you consider my application in their behalf any more than a friendly intervention on my part, as I would try to accommodate any other buyer?

Answer. I do not know, sir. Your letter on that subject speaks for itself. There is the letter. The principal reason why we would not let people take goods in that way was, that they would probably take the best parcels and leave the others.

Mr. Benedict. Do you mean to say that Ward & Gore would not take any bad lots they might have purchased?

Answer. Yes, sir; I thought such an occurrence might take place; and it was for the benefit of the government, too; besides, I never knew it done in any auction sale before.

Question. I understood you to state, yesterday, that the prize sales were well attended?

Answer. Yes, sir.

Question. I also understood you to say that Ward & Gore bought largely at all the sales.

Answer. Yes, sir.

Question. Did you give them any advantage in any way over other buyers—any partial or unjust opportunities to make good bargains?

Answer. None that I know of.

Question. On the other hand, you gave them just as fair opportunities, so far as selling was concerned, as you gave to anybody.

Answer. Yes, sir.

Question. They were mere competing bidders, like the rest of the purchasers, and nothing more, so far as you know?

Answer. Yes, sir.

Question. Did you endeavor to get the best prices you could for the goods?

Answer. I did, sir.

Question. And Ward & Gore bought and had to pay for the goods the full price which could be obtained there on a fair sale?

Answer. Yes, sir.

Question. Did they pay for the goods which they bought?

Answer. In some cases they did, and in some they did not.

Question. In how many cases did they fail to pay?

Answer. As to that, I was to make out a statement from our books and hand it in to the Solicitor.

Question. I will reserve questions on that point till statement comes in. In how many cases did Ward & Gore buy at all?

Answer. I cannot remember.

Question. Will you make out a statement of that also?

Answer. I will endeavor to.

Question. Can you state how many lots they bought in the case of the Tubal Cain, and how many in the case of the Stettin. Will you look them out, also, from your books, and give us a statement?

Answer. I will.

Question. In how many cases did they claim an allowance on their purchases?

Answer. Well, let us see; they claimed it in the rice, in the cargo of the Ann; and I do not remember any other just at present.

Question. Was that rice damaged?

Answer. It looked so to me.

Question. And in the case of the Ann, also, were they all cases of damage?

Answer. I do not think the tea was much damaged, though I believe they claimed so.

Question. That rice was sold, and represented on the catalogue as in bags?

Answer. I think so.

Question. How much in a bag did the catalogue represent?

Answer. I cannot tell.

Question. Well, more than a bushel?

Answer. It was so many pounds to the bushel, and I suppose it was a little more than two bushels to a bag.

Question. Was not the question about the rice, among other things, that they bought it by the bag and not by the bushel, and that they were actually, though not intentionally, misled?

Answer. I sold the rice according to the terms of the sale.

Question. Did not they put their claim for reduction on that ground?

Answer. I never heard on what ground they put it.

Question. Do you know what the rice was appraised at?

Answer. No, sir; I do not.

Question. Now, sir, suppose that they understood that they were buying a bag of rice, which was appraised at $1 65 per bushel, and there was more than two bushels to a bag, and they came and paid $1 67 a bushel for it, which was more than the appraised value, would you call that a fraudulent transaction? Would not you suppose it was a correct one?

Answer. I did not come here to suppose; I came to give the facts.

Question. Is it not a common thing, if there is a misapprehension on the part of the buyer, and he does not take the article, to put it up again?

Answer. Yes, sir.

Question. And if a man should come forward and say, I thought you were selling that rice by the bag and not by the bushel, would you not put it up again?

Answer. Well, I suppose I would.

Question. And not hold him to such a bargain?

Answer. Probably not.

Question. And if that misapprehension continued till after the sale and the audience had dispersed, would you still say to the purchaser that he must be held to his bargain?

Answer. I cannot tell till such a thing happens to me.

Question. Well, you are peculiar in that respect. People are differently constituted. It makes a difference whose ox is gored! Well, then, suppose after the sale is closed and this purchase is understood to be a misapprehension, and there is a lot of damaged rice left on hand, and the purchaser says I will not take that rice, and you recur to the appraisers of the government for it, and they tell you that stuff is worth $1 65, and then the purchaser says I will

give you $1 67 for it, a little above the appraisement, wouldn't you think that fair?

Answer. No; I think the goods should be sold over again.

Question. Why?

Answer. Because goods often bring prices higher than the appraisement.

Question. Do you remember being spoken to about this rice after the sale and before it was delivered, particularly as to whether it would not be better to let Ward & Gore take it at two cents above the appraised value than to sell it over again?

Answer. I do not remember, sir.

Question. Suppose the property was put up and sold once, as in that case, and the goods not being called for, they had been put up and sold over again, would you charge another commission?

Answer. No, sir; we sold goods from the Stettin's cargo three times, but we charged and received only one commission.

Question. After this allowance in the case of the coffee by the Ann, and after the prize commissioners' report and order of the court had been made, do you remember of asking Mr. Gore if he would sell the coffee at 22 cents a pound?

Answer. I think I do, and he said he would not, but he would take 23 cents.

Question. And sell it on commission?

Answer. No, sir; I do not remember that.

Mr. Upton. Did you put into that letter-book all the orders you received from the marshal respecting that reclamation on the coffee?

Answer. All that I could; I may have lost one of them in one case of reclamation, because the transaction here does not look complete as to the amount.

Question. But you stated the amount?

Answer. I stated the amount according to my recollection.

Question. You have nothing here, then, to show the amount of reduction or refund in that case?

Answer. No, sir; but I can get what they received.

Question. I think I understood you or your father to say that you paid no regard to any other orders than those of the marshal, and that if you received an order from the prize commissioners, or from myself, you would send it back for the marshal's signature.

Answer. We took our instructions only from the marshal, and considered ourselves responsible only to the marshal, who employed us.

Question. If you received an order from the marshal in that case you can produce it, can you not?

Answer. I will try to find it.

Question. In this case of Dollner, Potter & Co., you regarded that letter as equivalent to an order?

Answer. Yes, sir.

Question. Is not the word "equity" in this order underscored?

Answer. Yes, sir.

Question. And it came to you in that way?

Answer. Yes, sir.

Question. That is Mr. Elliott's letter, (see Exhibit P,) in which he expresses the opinion that in equity that reduction ought to be approved, and you call that an order?

Answer. Yes, sir.

Question. You were in favor of that reduction, were you not?

Answer. I did not know anything about it till the papers came. I have no doubt now the reclamation was perfectly fair.

Question. Dollner, Potter & Co. are a firm transacting extensive business in naval stores, are they not?

Answer. Yes, sir; one of the largest.

Question. Now, in the case of Zophar Mills, what do you find there in the form of an order?

Answer. I do not find any order in that case.

Question. What do you find as a basis for an allowance?

Answer. Only the affidavits.

Question. And yet you think you did pay to Mills a reduction?

Answer. No, sir; I stated it might have been after he paid the money in.

Question. Would you have preserved thus carefully these Mills papers unless you had acted on the reduction?

Answer. I think so, sir; we are in the habit of preserving all such papers.

Question. What is the object of preserving affidavits unless to show a basis for your action?

Answer. I do not know.

Question. Can you conceive any other reason than that?

Answer. Yes, sir; I put all papers relating to any of these prize transactions, even weighers' returns, in this book?

Question. Now, in relation to these small cargoes, or lots, of cotton sold in February last to Mr. Allen. Who was this man Allen?

Answer. I know nothing, except that he brought that note from Mr. Elliott.

Question. Well, he complied with the terms of sale, did he not?

Answer. Yes, sir; after a long time.

Question. I did not ask about the time; but he complied with the terms and paid the money for the goods he bought?

Answer. Yes, sir.

Question. And that was in February?

Answer. Yes, sir.

Question. Now, do not you know that very shortly after that—within a very few days—cotton suddenly fell in price?

Answer. I believe so; but if it did, we had nothing to do with that, except sell the cotton. I know nothing about that cotton transaction, except that we sold it.

Question. I am asking you about the market price.

Answer. I am not a cotton-broker, and consequently do not know the market.

Question. You seem to have made some inquiry about the market down to the 1st of April. Do you not know that the reason for not making an immediate resale of that cotton, after the purchaser failed to take it, was, that it had fallen so much in price that it was thought best to postpone a resale till better prices could be got for it?

Answer. I never heard that the government were speculators in cotton.

Question. Please answer me the question.

Answer. I never heard of it.

Question. I think you said you had the making of some of the first catalogues. Were those catalogues better prepared than the subsequent ones which you did not make?

Answer. We merely copied the materials for those catalogues from the schedules in the marshal's office and sent them to the printer.

Question. Did you suggest alterations in those catalogues?

Answer. I do not remember.

Question. If you did, would you be likely to remember?

Answer. I do not know that I would.

Question. Did you find fault with the manner in which the first catalogues were got up, and did you make complaint to the marshal?

Answer. I do not remember.

Question. If there had been any reasonable fault to be found with the catalogues, would you not be very likely to state it to some one who had authority to correct errors?

Answer. I do not know.

Question. I think you stated that you have not been a purchaser of any of this prize property, nor your father?

Answer. No, sir.

Question. Directly nor indirectly?

Answer. No, sir.

Question. Neither for yourselves nor others?

Answer. No, sir.

Question. Do you know of any army clothing being sold—a portion of the cargo of one of these vessels?

Answer. No, sir; I do not.

Question. There was some sold at the Union stores, I think.

Answer. I do not remember it, (Mr. Draper referring to his letter-book.) I see here there was some army clothing brought by the Tubal Cain. I think I may have sold a part of that. There were 40 cases of military coats in that cargo.

Question. Did you purchase any portion of that clothing?

Answer. No, sir.

Question. Did your father purchase any part of this clothing?

Answer. No, sir.

Question. Can you tell to whom the coats were sold?

Answer. I cannot without referring to the book.

Question. Do not you remember who bought them?

Answer. I see they were bought for the penitentiary by the agent for that institution.

Question. Did your father not represent the penitentiary?

Answer. No, sir. If the goods were struck off for the penitentiary, it would be the city of New York who bought them.

Question. Who represented the penitentiary?

Answer. I think Mr. Spellman was the agent.

Question. Then Spellman might have bought them?

Answer. I do not know. I was not there.

Question. Did not your father buy any goods there?

Answer. No, sir.

Question. How many cases did you say?

Answer. Forty cases it says here, or a total of 995 army coats.

Mr. Benedict. Did you participate in the profits in any sales of sugar?

Answer. I do not remember selling any sugar.

Question. You do not remember?

Answer. I think I remember what you refer to now. There was some rosin advertised to be sold at the Union stores. Six barrels or so of it turned out to be sugar. The party had left who bought it. The rosin or sugar was put up for resale. There was a person there named Ellis, I think, who wanted me to knock the sugar down at a low price to him. I put up the sugar, and knocked it down at the highest price I could get. He purchased the sugar, and afterwards paid me, I think, $40 for what he called my share of the profit. That was the only case in which I was ever interested to the extent of one dollar.

Question. Was that a fair price for the sugar at which you knocked it down?

Answer. I think so, sir. I did not think of that case; if I had, I should have stated it. That $40, I think, was half the profit he made on it. That was what he handed me. I did not care to buy it in myself, and should not have bought but for a desire to accommodate him.

Question. Have you been asked whether you purchased property in other instances?

Answer. I have been asked, and I never bid in goods and never bought any, or was interested in any, except in that one case.

Question. Did you not buy some cigars on one occasion through a broker?

Answer. A friend of mine was over there one day and bought some cigars. I did not sell them. My father sold them. This gentleman was there, and paid more for the cigars than he ought to, and to oblige him I took them from him. I did not wish to buy them myself.

Question. What became of the cigars?

Answer. I have them now—most of them. I gave some of them away, and used the rest myself.

Mr. Elliott. How was that cargo of the prepared? Wasn't it well enough advertised and exhibited?

Answer. Well, I assisted in that sale myself, and I think it was well done and well sold.

Question. Now, about the subsequent sales. Do you not think, with all the disadvantages, that most of them, if not all of them, were about as well got up as if you had done it yourself?

Answer. I think some of them were very well prepared. I think if there had been more light in the sales-room it would have been better.

Question. The question was asked you whether it would have been proper to allow large multitudes of bidders to rush in there to examine the goods, whether it would not have risked the public property? You thought we could have had officers there.

Answer. Yes, sir; I think you could.

Question. We could have had officers if we had paid for them.

Answer. You need not have paid police officers.

Mr. Benedict. Are not these stores of Ward & Gore government warehouses?

Answer. Yes, sir.

Question. Could these men with propriety throw open their doors and allow men to rush in indiscriminately? Would they not be responsible for every dollar lost?

Answer. I suppose they would, but they need not be responsible for samples.

Examination of William Root.

Mr. Glassey. What is your business?

Answer. I am city weigher.

Question. Do you carry on your business in connexion with anybody else?

Answer. I have a partner, Mr. Connell, who is also a gauger.

Question. How long have you been in that business?

Answer. Since 1847.

Question. Are you a sworn weigher?

Answer. I was appointed by the common council, but not sworn. The office was thrown open so any one could take the employment, and of course there was no particular need of swearing.

Question. Have you been employed by the marshal or any other government officer to take the weight of prize goods?

Answer. We were employed by Mr. Draper to weigh these goods. We never were employed by Marshal Murray.

Question. Did you weigh any portion of the cargo of the steamer Ann?

Answer. We weighed the tea and coffee.

Question. Do you recollect the quantity?

Answer. There were 310 bags of coffee and 293 chests of tea.

Question. Did you receive instructions from any one, and if so, from whom,

in respect to the manner in which you were to conduct the weighing of these goods?

Answer. Well, Mr. Elliott had always told us to weigh fairly and honorably just what they would weigh.

Question. Did Mr. Elliott give you special instructions in regard to weighing these goods, and will you tell us the precise language of those instructions?

Answer. He stated to us that Ward & Gore had mentioned to him that these goods were in bad order, and he wanted us to weigh them liberally. That was about the amount of what he said.

Question. How did you interpret that instruction?

Answer. Well, as the goods were damaged, and the packages in a bad condition, we supposed he meant that we should not weigh them as close as if they were in good order.

Question. By that you mean that you shouldn't make returns up to the full weight?

Answer. From what he told us, and saying "Weigh them liberally," we supposed he intended we should not weigh them to the ounce, or within a quarter of a pound.

Question. Did you ever receive like instructions from any seller of goods in weighing for him other than in this instance?

Answer. Yes, sir; we are often requested to make allowances in weighing goods. In weighing cotton particularly, I have allowed for damage from 15 to 25 pounds; have done it in a great many instances. I have weighed for Brown Brothers, and other firms in the city, to whom I can refer, who have given me such instructions.

Question. When was it that you weighed these goods of the Ann?

Answer. I think it was early in December. That was the first time I weighed them.

Question. How much did they weigh by your return at that time?

Answer. They run from 98 pounds up to 115 pounds per bag.

Question. Was that after you received the instructions from Mr. Elliott?

Answer. No; we weighed them then for John Draper.

Question. You had not then received your instructions from Mr. Elliott?

Answer. Mr. Elliott always instructed me to weigh fairly, liberally. We weighed the goods in the first instance, and afterwards Ward & Gore claimed an allowance.

Question. And then you made a new weighing?

Answer. We made an allowance on it.

Question. There appear to be two returns. What was the allowance you made?

Answer. Three pounds, I think, all through. If you look at the two returns you will find three pounds difference all through. [1st return, Exhibit 18; 2d return, Exhibit 19.]

Question. After you made this last weighing, did you have any conversation with Mr. Elliott about it?

Answer. I went up to his office to see him. I think Mr. Elliott said that Ward & Gore had made an unfortunate purchase of damaged goods, and he wanted that we should make an allowance in the weight. Mr. Connell and I talked it over, and in consequence of the damaged state of the goods we thought that about three pounds difference would be a fair allowance for damage. It was a noble lot of tea, but much broken in the packages.

Question. Is there any remark or reason rendered on the return why you made that reduction?

Answer. No, sir; I think not.

Question. Isn't it usual, where you make a reduction, to state the reason of it?

Answer. I do not know as it is.

Question. Do you not state upon the face of your returns whether you have made a reduction from the true weight or not?

Answer. No, sir. Any reduction made in that way is generally understood between the parties. We always do rather as we are ordered.

Question. Do you consider yourselves as occupying a sort of official position, or do you not; that on that account your patrons may rely upon your acts?

Answer. Well, we have to do pretty much as our patrons wish us.

Question. What guarantee can the public have as to the correctness of your returns under that state of things?

Answer. Well, we thought that the parties understood what they were about, and we didn't know that the public would be affected.

Question. Did you ever make a return of that kind before—make a reduction from the weight without stating it?

Answer. Yes, sir. In the case of this cotton which I have mentioned, we made an allowance of what we thought fair and honorable without stating it.

Question. Did you ever know it to be done in case of any other article than cotton?

Answer. Oh, yes; damaged goods usually are not weighed as close as goods in good order.

Question. Wasn't the reason of the deduction in that case based upon the wet condition of the cotton?

Answer. Cotton is sometimes sold as damaged, and then a deduction made for the damage. The allowance we made in the weight of that cotton was made for damage, the same as this coffee.

Question. What is the whole number of pounds difference in weight in these two returns of tea and coffee?

Answer. Multiply 293 chests by 3, and you will get the precise difference—879 pounds difference between the first and second weighing.

Question. Did you see a catalogue of this tea and coffee prior to the sale?

Answer. I might have done so; we had catalogues in the office sometimes.

Question. Do you recollect this particular catalogue?

Answer. I do not remember.

Question. Then you cannot tell whether this catalogue stated that this tea and coffee was damaged?

Answer. No, sir.

Question. Did you examine this tea closely to see how much the damage was?

Answer. I based my judgment upon the nature of the packages. From some of them the covers were off, and they were a good deal racked in transportation, and every time they were handled the chests lost more or less.

Question. Did you examine the tea itself?

Answer. Yes, sir.

Question. How much did you examine it?

Answer. We examined some six or seven packages by taking samples out.

Question. Are you a judge of tea?

Answer. Pretty good; can tell a good cup of tea when I drink it.

Question. Have you been in the business of a grocer or tea-dealer to any large extent?

Answer. Yes, sir; in a country store.

Question. Is there any other case of prize cargoes where you have received like instructions from either the prize commissioners or the marshal?

Answer. There was a lot of cotton damaged which came by the Holmes, I think her name was, and I think the marshal and Mr. Elliott were down stairs, and they gave me instructions to look over and see what the cotton would weigh provided there was no water in it. When we weighed it the water had run out on the floor. If we had weighed it wet, it no doubt would have weighed double what it did at the time we did weigh it.

Question. How have you been paid for weighing and gauging—the same as weighing for other people?

Answer. No, sir; we charged rather more.

Question. Why so?

Answer. Well, we have to pull down the goods and then repile them. There's an extra expense for labor, and we charge extra for weighing.

Question. How much more?

Answer. Perhaps double the amount of others, sometimes.

Question. Have you made any deductions from your charges to any one?

Answer. At the time of commencing business for Mr. Draper we allowed him ten per cent. off for our bills.

Question. Did he take or refuse it?

Answer. He did not take it; we offered it, but Mr. Draper did not want it.

Question. Did he state to you that that ten per cent. was credited to the marshal?

Answer. Yes, sir, he has said so to me.

Question. Have you ever deducted any such amount to other persons?

Answer. Yes, sir.

Question. Is it usual for you, in weighing, generally to make such reductions?

Answer. Yes, sir, often. If we can get a good job by making reductions we do it. If we cannot make $100, it is better to make $90 than not to get the job.

Mr. Owen. How extensive is your business as weigher?

Answer. We have done a good deal of business—as much as the best weighers in the city.

Question. Name a few of the houses for which you have done weighing.

Answer. Well, there are Brown, Bros. & Co., one of the oldest and best-known firms in the city. We have done gauging for Moses Taylor & Co., and we have done business for Richard Irvin & Co. These are three as good firms as there are in the city.

Question. Were you ever employed by the prize commissioners to weigh goods?

Answer. Yes, sir; we have been employed by them for the last 18 months.

Question. In making your weights under their employment, did you make correct returns?

Answer. Always.

Question. Did you ever have instructions to make reductions in your returns?

Answer. I consider that we have made correct returns in all instances, even in cases of reduction.

Question. When you made correct returns, were you not required to superadd affidavits to your returns?

Answer. I think in some gauging we did; we made an affidavit that the work was correctly done.

Question. Your work was always correctly done, and in the usual and customary way, for the prize commissioners?

Answer. Yes, sir.

Question. Now, you were employed by Mr. Draper to weigh and gauge for him?

Answer. Yes, sir.

Question. That was after the sales, was it not—with a view to delivery of the goods?

Answer. Yes, sir; that was the idea, I believe.

Question. In these cases how did you weigh—did you make allowances or not?

Answer. We weighed in the usual way.

Question. Do you believe that your returns of weights and ganges to the marshal and Mr. Draper were accurate?

Answer. Yes, sir.

Question. Do you recollect whether you weighed this coffee and tea, in the case of the Ann, originally for the appraisers?

Answer. I think I did.

Question. I see here in Mr. Draper's book an account of your weighing that cargo. Was that a weight for the prize commissioners when they were appraising the property? What was the date of that, and what explanation have you to make about it?

Answer. I can tell by looking at my books. That might have been the date of the weight for the prize commissioners.

Question. Would you have probably weighed it for any other than the prize commissioners at that date? You feel pretty certain that that weight was for the prize commissioners, do you not?

Answer. The first weight was in November, and the next was in December.

Question. Or, was it copied from your weight for Mr. Draper, and then given another date on the day you sent it?

Answer. That might have been the way of it.

Question. Did you weigh it, in fact, twice?

Answer. Yes, sir; I went over it three times. I actually weighed it twice for Mr. Draper, and afterwards I examined it when the allowance was made.

Question. Which of these is the weighing where you made the allowance?

Answer. The lower one, dated December 13.

Question. Did these different weighings correspond?

Answer. I think there was very little difference.

Question. You think they would correspond?

Answer. I think they would.

Question. Now, in regard to the allowance in this case—it isn't an uncommon thing to make such allowances, is it?

Answer. It is common for parties to consent to such allowances; we do not do it without orders so to do.

Question. Do you understand this sum or quantity you allowed to be a fair and just allowance?

Answer. We thought so, although the parties did not seem quite satisfied; they didn't seem to think it quite enough, but we thought it was.

Question. Mr. Elliott told you to allow whatever was right and just and fair—no more and no less?

Answer. Yes, sir.

Mr. Upton. Did Mr. Draper refuse to take that 10 per cent. which you offered to discount from your bills?

Answer. He objected—said he wouldn't take it. We insisted upon it.

Question. Wasn't it within the last two or three months that he told you it was credited to the marshal?

Answer. Yes, sir.

Question. Wasn't it within a month?

Answer. I cannot state exactly; perhaps it was about a month.

Question. Now, is this your signature? (showing the witness a paper.)

Answer. Yes, sir.

Question. Do you recollect this paper?

Answer. Yes, sir; I have a copy of it.

Question. Now, let me ask you if what you have stated in this paper, which you have signed and sworn to, is true?

Answer. I think it is.

Mr. Upton. I will now read and put in this paper. (See Exhibit 20.)

Mr. Glassey. I am perfectly willing to state that I never heard of any charge that Mr. Elliott received anything in consequence of that reduction.

Mr. Elliott. Nor in consequence of any other reduction?

Mr. Glassey. Yes, sir; so far as my knowledge extends.

Mr. John H. Draper stated distinctly than the 10 per cent. spoken of by Mr. Root was credited to the marshal, and it had been not a dollar of advantage to him or his firm.

Mr. Glassey. I want it to appear on the record that for that 10 per cent credit was given to the marshal at the time it was received from the weighers.

Mr. Draper. I asked the marshal what to do with that 10 per cent. We did not expect any such thing; and when the marshal came I told him of it in the presence of my father, and the cashier placed it then and there to the credit of the marshal; I think the amount in all was $122 or $123.

Examination of Bemjamin A. Hegeman.

Mr. Glassey. Do you reside in New York?

Answer. I reside in Brooklyn, and am doing business there; I am at present superintendent of Mr. Charles Kelsey's business; his storage business in Brooklyn.

Question. Have you ever been in the storage business yourself?

Answer. No, sir; not before.

Question. You have charge of Mr. Kelsey's warehouse?

Answer. Yes, sir.

Question. Where are they situated?

Answer. In Brooklyn, halfway between the Atlantic docks and the Atlantic ferry.

Question. Have you ever had the storage of prize goods?

Answer. I have not.

Question. Did you ever apply for it?

Answer. Yes, sir.

Question. State when and under what circumstances.

Answer. My first application was a verbal one to the prize commissioners, and again, about the 20th of May, 1862, I made a written application to them. I heard that the prize goods over there were stolen in small lots repeatedly, and I was induced to make the application to get the storage. I offered these gentlemen security for the safety of the goods, and stated, also, that we had as good facilities of wharfage and storage as a majority of the storehouses. I submitted the application first to Mr. Owen. He read it, and said that was just what they wanted; he said he would see Mr. Elliott, and they would confer together, and give an answer in a few days. After a few days, they said it was a matter which they could not control, and I would have to see the marshal. In June, I think it was, I made a similar application to the marshal. The note to him was very similar to the one I had previously sent to the prize commissioners; it stated the accommodations I had for storage, security, &c. He said that things were not done over there satisfactorily; that they were done in a loose, reckless way, "and your application," said he, "is just what I want, and I will see you again in a day or two." I called again in a day or two, and he said he was not prepared to answer, and put me off a day or two more. After two or three days I called again, and he said it was not a matter within his control. The vessels, he said, were here but a very short time, and the storage was controlled by the prize commissioners, and if anything was done, it must be done through them. I saw them a few times after that, but never could get a satisfactory answer, and finally dropped the matter.

Question. Now, will you describe the situation and character of Ward & Gore's stores, known as the Union stores?

Answer. They are four-story, brick, fire-proof stores, fronting on the wharf, 100 feet front, I think.

Question. Are they lighted from the roof?

Answer. Yes, sir; I think there are four or five skylights in each store; there is a division in the centre, and I think altogether there may be nine or ten skylights in the roof of the two buildings.

Question. What is the distance from the wharf to the entrance of the stores?

Answer. About 50 feet, I should think.

Question. How are charges for storage regulated ordinarily?

Answer. Generally by competition.

Question. There is a weight by which all are governed, is there not? Molasses, sugars, and such things, have a fixed rate, do they not?

Answer. They vary very little.

Question. State the usual charges for the storage of some of the leading articles.

Answer. Sugar and molasses, 17 to 20 cents per hogshead per month; if free, or in bond, 25 cents; cotton, 10 cents per bale per month; labor the same, 10 cents extra.

Question. On casks of rice what do you charge?

Answer. 12 to 15 cents per cask per month.

Question. For miscellaneous goods in small packages?

Answer. That I cannot give any information about; when I went over there and took charge of these stores it was a new business to me; I have not had much personal experience.

Question. How are the charges for labor regulated?

Answer. By custom.

Question. Have you been in the habit of attending these sales of prize goods?

Answer. Very few of them.

Question. Have you been in the habit of observing the prize cargoes?

Answer. I have seen them passing from the vessels to the stores.

Question. Did you make any proposition to the prize commissioners in regard to the rates which you would charge for storage?

Answer. I named in my notes that we would charge the regular mercantile rates, and that we had ample accommodations for vessels, and could handle the cargoes economically.

Question. Do you know anything about the rates charged for storage by Ward & Gore on these goods?

Answer. Only what I have heard from others—that they were exorbitant.

Question. Did you have any conversation with the marshal on that subject?

Answer. Yes, sir; I did quite recently, I think three months or so ago, when he told me that their charges were very high; I think he said that one bill of $800 they settled for $200 or a fraction over. Another bill of $1,100 they settled for a little over $300, and were glad to get that.

Question. In regard to the character of these storekeepers, and their mode of doing business, what did the marshal say?

Answer. He said that Mr. Gore was a man of such base character that he would not allow him to come into his office, and did not allow him there any more, and that Mr. Ward had been there and presented bills and charges for pumping and other things in different vessels. In two instances bills had been presented and he had taken copies of them. In each bill there was a charge for pumping, which the marshal said was not a legitimate charge, as it was the ship-keeper's duty to do that work. One was about $25 and another $50, and he had erased them and would not allow them. He said they were apparently not conscious that he had kept copies of them, for these papers had been withdrawn and new bills submitted. He said they were brought there by Mr. Ward, and the charges for pumping were increased from $25 and $50 to about $300. He asked an explanation of that, and Ward told him it was all right; said he would swear to it; make an affidavit to its correctness. The marshal said that he remarked that he wouldn't give a red postage stamp for his affidavit

Ward said that he could produce a man who would make affidavit that the work was done, and he did bring in a man named Gauley. He asked him "Did you make that affidavit?" and he said he did. Then the marshal told him, "I will have you arrested at once," and at that the man turned and ran from the office. The next day this man sought an interview with one of the marshal's deputies, and he stated that he had been working for Ward & Gore, and could not get his money. They told him that unless he would make that affidavit they wouldn't pay him a dollar, and, being in a starving condition, he did it. This man Gauley was afterwards appointed ship-keeper by the marshal. Gauley showed me the letter from the marshal appointing him.

Question. Did you make any application since June to get the storage of prize cargoes?

Answer. I applied again in August to the prize commissioners. Mr. Elliott said there was a vessel just then in, and he wanted me to name a rate for her, which I did. I named ten cents a month and ten cents for labor.

Question. Was it ten cents for taking in and ten cents for taking out?

Answer. No; ten cents for both. It was cotton on the Memphis.

Question. Did they finally give you the storage?

Answer. No, sir.

Question. What was the reason?

Answer. I do not recollect why. They told me it was a matter which they could not control.

Question. Where was that cotton stored?

Answer. I do not know.

Question. Have you ever seen any of Ward & Gore's bills for storage?

Answer. I think not.

Question. Have you ever had information as to the amounts of their bills?

Answer. I do not know the particulars other than what the marshal told me.

Question. Did you ascertain, through Mr. Cameron, anything about it?

Answer. Yes, sir; he told me the charges for naval stores were either four or eight-fold what they should be. Cameron first introduced me to some of these gentlemen to get me the business.

Question. Did you ever hear of Ward & Gore dividing their profits with anybody?

Answer. Not that I recollect of.

Question. Do you know anything about the solvency of these gentlenen?

Answer. I know that there are judgments against them for large amounts. I know that everything that could be found of theirs was levied upon and sold last June, I think, under an execution.

Question. Do you know whether there are outstanding and unsatisfied judgments against them now?

Answer. Yes, sir; there are some $8,000 or $9,000 certainly, and I do not know how much more.

Question. Do you know of goods being taken clandestinely, or by the marshal, from their stores?

Answer. I have heard of goods being taken in small amounts.

Question. Do you know of anything definite which you can fix upon?

Answer. I have heard of rosin being taken away from there. I think 20 barrels or so were emptied out, and finer goods were put into the rosin barrels. I have heard of lead being carried out from there and covered with shavings; also casks of liquor rolled overboard, and caught by some person and sold. These are rumors circulating about the city.

Question. Can you give the names of the parties who tell you this?

Answer. I think I heard them principally at Halstead's, in Columbia street, Brooklyn.

Question. What sort of a place is that?

Answer. I think it is a feed-store.

Mr. Upton. Where are the stores to which you allude and in which you proposed to store prize goods?

Answer. They are in Brooklyn, near the Union stores. They belong to Mr. Kelsey.

Question. Is he the owner of the Union stores also?

Answer. Yes, sir.

Question. And you are his agent, are you not?

Answer. Yes, sir.

Question. How long have you been his agent?

Answer. A little over a year.

Question. Now, you know, of course, that a litigation has been going on between Mr. Kelsey and Ward & Gore for a long time?

Answer. Yes, sir.

Question. A bitter, hostile, legal contest has been going on for a long time?

Answer. Yes, sir.

Question. There is the severest kind of a quarrel between them, isn't there?

Answer. I think there is.

Question. Various suits have been going on, and in one suit one has prevailed and then in another the other party succeeded, and then the cases have been carried up to higher courts?

Answer. Yes, sir; some have been appealed.

Question. These judgments which you speak of are for the rent of the Union stores, I think?

Answer. Yes, sir; and some executions are in the hands of the sheriff yet.

Question. What sort of a building is that in which you propose to store prize goods?

Answer. It is a fire-proof building, two stories high, and insured for fifty cents on the dollar.

Question. It is what they call "the shed," is it not?

Answer. Yes, sir.

Question. It is known as "the shed," I suppose, to distinguish it from the Union stores?

Answer. Yes, sir; it is in the rear of the Union stores.

Question. How far in the rear?

Answer. On the opposite side of the street.

Question. So that it would be all that additional cost for carting the goods from the wharf in the rear, then, to your store?

Answer. Yes, sir; but the additional cost would have been at my expense, of course. I expected to assume that. I think, in fact, there would have been no additional cost. There is a rail laid from these "sheds," as you term them, on which goods could easily have been run into the store.

Question. I did not term them "sheds;" you say that's the name. You say you proposed in writing to take these goods on storage at the usual and customary rates?

Answer. Yes, sir.

Question. Now, sir, did you ever have any conversation with Mr. Elliott on this subject?

Answer. I saw Mr. Elliott about it repeatedly.

Question. Did he not tell you that he had a written agreement with Ward & Gore to take the prize goods on storage at the usual and customary rates?

Answer. I do not recollect any such conversation.

Question. I wish you would tax your memory, and see if you cannot recollect that he told you precisely that he had such an agreement?

Answer. I do not recollect it. He may have done so.

Mr. Owen. About these cases where you heard that prize property had been

taken away from the Union stores, did you communicate your information to the marshal upon these subjects?

Answer. Yes, sir; at the time I made application to get the storage.

Question. Which application—the first one or the one in June?

Answer. I made but one written application, and that was in June, 1862.

Question. At that time, then, you told him what he had heard?

Answer. Yes, sir.

Question. Did you give him the names of the parties who told him these things?

Answer. No, sir; I was a stranger then in Brooklyn; had not been long there, and did not know the names.

Question. I understood you to say that the marshal said that he had the goods in his possession only a short time, and the matter of storage was not of much consequence to him. Was not that a remark of the prize commissioners instead of the marshal?

Answer. I think not. I think it was the marshal who said he had the goods but a short time.

Mr. Benedict. You stated that your storehouses are two stories high: how large are they?

Answer. They are two hundred feet deep.

Question. Did you apply to the marshal for this storage in your own name?

Answer. Yes, sir.

Question. Did you sign your own name to the application?

Answer. Yes, sir.

Question. Were you in the employment of Kelsey at the time?

Answer. No, sir.

Question. Then you had no relation to Kelsey, but the stores you expected to take were Kelsey's stores?

Answer. Yes, sir.

Question. There had been an interview between you and Kelsey concerning these stores?

Answer. Yes, sir.

Question. He wanted to receive some income from them?

Answer. Yes, sir.

Question. Then it was practically an application from Kelsey as well as yourself?

Answer. Yes, sir.

Question. Was your arrangement with Kelsey to be merely a tenant?

Answer. Yes, sir. I was to get all the storage I could, and to have all the receipts beyond the amount of the rent. I was to pay the same amount as Ward & Gore pay.

Question. At that time they were but one story high, were they?

Answer. Yes, sir. They have been run up another story since.

Question. What were they used for then?

Answer. When I first went there, I think hay was stored there by Ward & Gore.

Question. What are they used for now—it is a slaughter-house and pork-packing establishment, is it not—they kill hogs there?

Answer. Yes, sir.

Question. Wasn't there a side wall thrown down of one of the buildings?

Answer. Partially thrown down.

Question. Do you now take in storage at these stores?

Answer. No, sir; I act for Mr. Kelsey under salary.

Question. How do you get to these stores?

Answer. By railway, which runs from the building down to the wharf.

Question. What wharf?

Answer. Well, the bulkhead.

Question. Was it Ward & Gore's bulkhead, or somebody else's?

Answer. No, sir; it is the bulkhead fronting the naval store yard.

Question. How far is that from your store?

Answer. Perhaps two hundred feet.

Question. Is it leased out now—that bulkhead?

Answer. Yes, sir. The naval store yard folks are the lessees, but Kelsey reserved the right to go down there.

Question. How much space is there there for weighing and discharging cargo?

Answer. Fifteen feet.

Question. Could you land a cargo from one of these prize steamers in that space?

Answer. Yes, sir; we landed cargoes of lumber there, and we could put the loads on the cars and take away the goods as fast as they were put out of the vessel.

Question. It is not a double track, is it?

Answer. It is double part of the way, with switches. It is so that one car could be loading all the time.

Question. Now, as to these judgments—why don't Ward & Gore pay their rent?

Answer. I do not know.

Question. Do you know whether it is all paid up now?

Answer. No, sir; there are some eight or nine thousand dollars unpaid.

Question. What rent are these judgments for—for what property?

Answer. For this building I have occupied, I think.

Question. Oh, it is for the store you rented. Then it isn't for the rent of the Union stores; they pay the rent for the Union stores, don't they?

Answer. Yes, sir.

Question. Now, are Ward & Gore's stores good buildings?

Answer. Yes, sir.

Question. Don't you think they are first-rate buildings?

Answer. Yes, sir.

Question. Good wide front and good pier?

Answer. Yes, sir.

Question. Plenty of skylights?

Answer. Yes, sir.

Question. Dry and plenty of room?

Answer. Yes, sir

Question. Now, do you know of any personal fight ever having taken place between Ward & Gore and this Mr. Kelsey, their landlord?

Answer. Yes, sir; I was present once when there was an altercation.

Question. Were pistols drawn?

Answer. I saw one.

Question. Who took it away from the man?

Answer. Several made the attempt. It was in my possession when the struggle ceased.

Question. Who did you get it from?

Answer. I don't remember who the man was.

Question. Was his name Pauley?

Answer. ———

Question. How long ago was that?

Answer. Last November.

Question. Now, about these men at the feed-store: were they present at the time of this fight?

Answer. I think not, sir.

Question. Are they agents for Mr. Kelsey?

Answer. They are agents for collecting his rents.

Question. Who was present when they said that things were taken away from the Union stores? Did they say they saw it done?

Answer. No, sir; they heard of it. It was told them by parties coming in.

Question. Has Halstead been an agent for Kelsey a good many years?

Answer. Yes, sir.

Question. He is often a witness for Kelsey in his lawsuits?

Answer. Yes, sir.

Question. Kelsey has a good many lawsuits has he not?

Answer. Pretty good many.

Question. When you made your proposition to get the storage of prize goods, was it part of your understanding that you were to be paid for your storage?

Answer. I expected to receive pay for the storage, of course.

Question. You didn't expect to have to wait two or three years?

Answer. No. I expected to realize when the goods were sold and taken away.

Question. You said the usual charge was so much for sugar and so much for molasses, and so on; but suppose a man should come to you and want a place to store hogsheads of sugar, and should require that they be placed five feet apart, would you think the sum you have mentioned would be a fair price? If one hogshead took the place of two, wouldn't you want the price of two?

Answer. I suppose so, sir.

Question. If the goods were to be arranged in lines or lots so you could go around every package. I suppose storage is a question of space; a question of surface, is it not?

Answer. I suppose so.

Question. Suppose they should want you to pile up the goods several feet high; then would you not want an increase of price?

Answer. I should want pay in proportion.

Question. Did you offer to these gentlemen, or either of them, to take these goods and give them a commission on the storage?

Answer. I made such an offer to Mr. Elliott. I made the application, and then the building got partly filled with pork. After awhile that got out again, and then I offered him storage at the regular rate, and proposed to give him one-half if he would pay the other half for the rent.

Question. You only gave him half? Did it ever occur to you that that is the reason you did not get any storage? (Laughter.)

(No answer.)

Question. When did you lease that building from Kelsey?

Answer. I never rented the building. It was simply an understanding between Kelsey and me.

Question. When did that understanding commence?

Answer. A little over a year ago.

Question. Did you ever pay any rent?

Answer. None, but the receipts for storage.

Question. Haven't you been under salary all the time from the beginning?

Answer. I have not. It was an understanding first that I was to take these stores as Ward & Gore previously had them at.

Question. Ward & Gore first hired the sheds; then, for some reason, they refused to pay the rent. Then Kelsey made an arrangement with you, by which you were to go on, take in storage, and simply pay from the receipts of the storage what they were to pay for the rent, and you were to have all that you received beyond that for your share. Wasn't that it?

Answer. Yes, sir.

Question. But wasn't it really so arranged that you might get the business of storage from Ward & Gore?

Answer. No, sir.

Question. Wasn't it talked over between you and Kelsey, and wasn't it agreed that you should make an effort to get this business away from Ward & Gore?

Answer. The matter was talked over.

Question. So I thought. Have you sufficient experience to tell me who makes the regular rates for storage?

Answer. I have been governed by the rates of Mr. Ford.

Question. But your offer was made not according to Ford's rates, but according to the regular rates?

Answer. Yes, sir.

Mr. Smidt. You have been into the Union buildings of Ward & Goae frequently, have you not?

Answer. Yes, sir.

Question. Have you noticed the manner of storage there?

Answer. Yes, sir.

Question. Was your offer based upon storage to be arranged in the same manner as they arranged it?

Answer. Yes, sir.

Question. Do they store hogsheads five feet apart?

Answer. Only at the time they are exposed for sale. It was only then that I saw them.

Question. Was it only in the centre that goods were separated and arranged, or did it include all the packages there?

Answer. It was only the central part.

Question. Now, will you state what offer you made about sharing with Mr. Elliott?

Answer. I proposed to take the storage at regular mercantile rates, Mr. Elliott to retain one-half, simply paying the other half for the rent.

Question. Do you mean paying you one-half for profits?

Answer. No; not for profits. For instance, if a hogshead was stored for fifty cents, I offered that he might take half and pay me half.

Question. Was anything said, any objection made, or any unwillingness expressed on the part of Mr. Elliott to have the government defrauded in that manner?

Answer. I do not remember. I remarked at the time that I made the offer for the purpose of securing the rent of the building. At the same time, it was to secure the protection of the government.

Question. The rates you offered were what you understood to be much below those which Ward & Gore were charging?

Answer. It was below what they were charging.

Question. Were they getting what they charged?

Answer. That I do not know.

Question. Do you know whose wharf the steamer Ann was moored at?

Answer. At Mr. Kelsey's wharf.

Question. Were Ward & Gore entitled to collect storage from that wharf?

Answer. No, sir.

Question. They were not a part of the premises let to Ward & Gore?

Answer. No, sir.

Mr. Jordan. Is there in the nature of the goods (or in the disposition to be made of them) which are stored in these houses anything requiring five feet space between hogsheads?

Answer. I think not, sir, until they are exposed for sale.

Question. Is there anything requiring that goods shall not be piled in bales, or parcels, one above another?

Answer. No, sir.

Mr. Benedict. Can you get at goods to appraise them well without separation?

Answer. I think not.

Question. Can you arrange them well for exhibition and sale without separation?

Answer. I cannot.

Question. Now, sir, was it any part of your proposition to either of these parties that they should have a large sales-room for the exhibition of these goods?

Answer. I always told them it was a good situation for selling the goods—a good light, &c.

Mr. Jordan. Which would be cheaper, to engage storage with such stipulations as these, to which allusion has been made, or to stipulate that when it should become necessary to make an appraisement, or examination, or sale, or to move them for any other purpose, they should be moved so as to admit of being examined, appraised, or sold?

Answer. I should think it more for the interest of the government to store them compactly in bulk, and then arrange for exhibition and sale when that should become necessary, because goods sometimes remain in store a long time without being disturbed.

Examination of William Heath.

Mr. Glassey. What is your business?

Answer. Banker and agent for the firm of Nevins & Co., Boston; but Mr. Nevins, senior partner of the firm, is owner of the Pemberton cotton mill in Lawrence, Massachusetts.

Question. Did you at any time purchase any cotton for the use of Nevins's mill, brought here on the schooner Napoleon?

Answer. I did, sir.

Question. How much did you purchase?

Answer. I could not state the quantity without looking at the papers. I think, however, it was about two hundred bales.

Question. Do you recollect about the time of the purchase?

Answer. I think it was last June—it might have been three or four weeks either way.

Question. What were the terms upon which that cotton was bought?

Answer. I do not recollect.

Question. What became of the cotton?

Answer. It was taken to Boston.

Question. Was it paid for before it was sent on?

Answer. It was bought at one o'clock, and paid for before two; and we didn't get possession of it for three weeks.

Question. What was the reason of that?

Answer. I do not know. I think we have a bill on file charging cartage over there after it about six times; but we never got it. The answer always was, that it wasn't ready to be delivered.

Question. Was there any reclamation on account of that cotton?

Answer. Yes, sir; there was.

Question. For what reason?

Answer The reason was, that we paid for so many pounds at so much per pound. On getting the cotton, there was short weight to the extent of about 9,000 pounds.

Question. What was done in reference to getting a return of the value of that 9,000 pounds?

Answer. I made application to Mr. Murray, the marshal, and he referred me to the prize commissioners. I called upon Mr. Elliott and Mr. Owen, or some

one who told me he was named Owen. I made representations as to the immense loss of weight, but nothing was done about it at that time. I could get no satisfaction, and was told that nothing would be done. I then took the matter to Martin & Smith, our lawyers.

Question. Was anything said by these gentlemen? (the marshal and prize commissioners.) Did they give you reasons why you could or could not get a refund of the money?

Answer. I think Elliot told me that, as he understood the terms of the sale, we had no legal claim; that we took the cotton as it was. Mr. Owen, I think, said the same thing, and referred me to Mr. Elliott. The marshal, I think, made the same remark, and said that he had no authority, and could do nothing. I then went and put the matter into the hands of our attorneys. I signed a petition to the court, drew up a statement of the facts, and they made the application for us. The application resulted in their allowing us what we claimed for short weight.

Question. Did you get the money?

Answer. Yes, sir; the court decreed a certain payment, and Mr. Murray paid it over to Martin & Smith.

Question. Do you recollect the full amount decreed to be paid you?

Answer. I really do not recollect the figures. I have a very bad memory of figures. I received from Martin & Smith the whole amount, less the costs and charges.

Question. How much were the charges?

Answer. The charge was in the neighborhood of $1,000.

Question. Which gentleman did you receive the balance from?

Answer. I think I received it from Smith.

Question. What remark did he make when he handed you the amount?

Answer. He presented his bill, and the balance in money, and said that was the difference due me.

Question. Did he make any remark why he took out so large an amount?

Answer. Yes, sir.

Question. What was that remark?

Answer. I have no right to state the remark he made. It was made to me in confidence, and I had rather consult with him about it first.

Question. We must get at what he stated to you, if possible.

Mr. Jordan. I would rather have the witness state what Mr. Smith said to him.

Answer. He requested me not to mention it, and said that it must be between ourselves.

Mr. Smidt. That is the very object of this investigation—to get out these things.

Mr. Jordan. Have you never stated what Smith said to you to any other person?

Answer. I have mentioned it only to Mr. Draper, and I said to him at the time, this is a matter which must not be spoken of except between ourselves.

Mr. Jordan. I don't see how you can decline to give the statement here since you have mentioned it to Mr. Draper.

Answer. Well, sir, it is a mere matter of good faith. Still, perhaps there is no objection to stating it here. The remark made was, that they had had a great deal of difficulty in getting this claim through. There seemed to be a great deal of trickery in regard to this whole matter.

Mr. Jordan. Please give the language used as nearly as you can.

Answer. The language was this: "The fee we charge is $500, and we were obliged to pay $500 to get the judgment of the court carried out. After the judgment of the court was rendered, and in my presence the judge gave the order, and I supposed there could be no earthly thing in the way, there was an

objection made to paying over the money." I left the matter entirely to Martin & Smith. It took too much of my time, and I gave it up altogether to them to manage.

Mr. Smidt. Was the person or persons who were to receive that $500 mentioned?

Answer. No, sir; I never knew who they were.

Question. What aid did Mr. Draper render you in this matter?

Answer. I will explain a little about that. I am a Bostonian, and our firm is a Boston firm. At the time of that purchase I had been here but a short time, and was rather unknown. Mr. Nevins formerly resided in New York, and during that residence Mr. Nevins and Mr. Draper were friends and acquaintances. Mr. Nevins wrote me if I would call on Mr. Draper, he would assist me in getting my rights in this matter. In accordance with that suggestion, I went to Mr. Draper and asked him to go with me to the marshal's office. At my request he did so, and aided me in laying the matter before the officers there. At that point the matter was left. It was a mere act of friendship, just as I would call on one gentleman to introduce me to another. In what I have said I mean both Drapers, but I think John Draper went with me to the marshal's office, because Simeon was busy that morning, though I applied to Simeon in accordance with the letter.

Mr. Owen. Were you present at the sale yourself, sir?

Answer. Yes, sir; but I got there late.

Question. Did you bid on this cotton?

Answer. No, sir; our cotton-broker stood at my side, and he did the bidding.

Question. Did you know the terms of that sale?

Answer. No, sir; that was the first of these sales I ever attended.

Question. When was the cotton weighed?

Answer. As soon as we got possession of it.

Question. Did you see to the weighing of it?

Answer. No, sir; we employed weighers.

Question. When you applied to the prize commissioners what did they say in answer to your application?

Answer. Well, sir, Mr. Elliott and Mr. Owen informed me that it was a matter they had nothing to do with, and had no control, no authority, no power in the case.

Question. They never interfered in the matter, did they?

Answer. No, sir.

Mr. Upton. You say you paid for the cotton on the same day on which you purchased it?

Answer. Yes, sir.

Question. The same day, paying so much per pound?

Answer. Yes, sir.

Question. Then it must have been weighed before you bought it. Do you not know that the terms of the sale must have been, notwithstanding you paid for it the same day, that you should take it at the weight at which it had been returned?

Answer. No, sir; I understood nothing of the kind. I understood that I was paying for so many pounds—for what I eventually got.

Question. Then you bought it, carried it home, and weighed it there?

Answer. No, sir; I had it weighed on the spot after the sale. I wanted it to correspond with what I had paid for. I did not expect, because I had bought of the government, to pay higher than the price I could buy at in the markets of New York; I did not expect to pay higher for the glorious privilege of buying of the government—that was not my understanding at all.

Question. You say you got there after the sale commenced?

Answer. Yes, sir.

Question. And you went into it without making an examination?

Answer. The cotton was all arrayed along there, in that dark building. We went clambering ever the bales and looked at that particular lot of cotton in the best manner we could—the auction going on at the other end of the room all the time. My broker went forward and looked at it too.

Question. Did you see the advertisement of that sale?

Answer. Yes, sir; I glanced over it, and pretty much all I saw was that so much cotton was to be sold.

Question. Did not you see that the advertisement declared it to be in bad order?

Answer. No, sir; I bought it supposing it to be merchantable cotton.

Question. Did you bid after you examined it?

Answer. Yes, sir. This cotton was piled up in a space three times the length of this room. My broker clambered up over it, stuck his hand into a lot, pulled out a little cotton, and looked at it. That's the examination he made. It was done in great haste. He said, you stand by the auctioneer, and call me when they get to the cotton.

Question. Now, you applied to Mr. Draper to introduce you to the marshal?

Answer. Yes, sir.

Question. Did Mr. Draper say that he thought your claim was an honest claim?

Answer. Yes, sir.

Question. Did he say you ought to have your money?

Answer. No, sir.

Question. Did he tell you that you could not get it back?

Answer. No, sir; he did not. He did not express any opinion about that.

Question. Are you sure that he did not go with you to the marshal's office?

Answer. Yes, sir; he said he would go, but at the hour appointed he could not go, and sent his son with me.

Question. Did he send a note?

Answer. No, sir; he sent his son to tell what he thought about it.

Question. What was the object of his going?

Answer. To introduce me to Mr. Murray, who was a stranger to me.

Question. Would not a line from him answered as well?

Answer. I could not say.

Question. Didn't you desire Mr. Draper to interest himself to get back your money?

Answer. I should have been happy to have had him go so far as that.

Question. Did not Mr. Draper do so?

Answer. No, sir.

Question. Did he not earnestly solicit the marshal to refund you the money?

Answer. No, sir.

Question. I mean John Draper—did he not urge the marshal in your behalf?

Answer. No, sir.

Question. Didn't I oppose that claim which you presented?

Answer. I do not know who you are, sir. I never recollect of seeing you before.

Question. Did you not see me at the marshal's office?

Answer. I do not recollect of ever having seen you there or anywhere before.

Question. Did I not tell you that your only relief was at the department in Washington?

Answer. Are you Mr. Upton?

Question. I am, sir.

Answer. Well, I have seen a man I supposed was Mr. Upton, but I never saw you before.

Mr. Jordan. I would suggest as a solution of the difficulty that Mr. Upton has lately taken off his beard.

Answer. Still, if you should put me on oath I would swear that I had never seen Mr. Upton, if this gentleman is Mr. Upton; but the gentleman whom I took for Mr. Upton I could not fail to know.

Question. But I am not the man whom you took for Mr. Upton?

Answer. I should certainly testify to that on oath, and I cannot believe it now.

Question. Well, did the Upton whom you saw—never mind who it was—favor the reclamation?

Answer. No, sir.

Question. Did he not, on the contrary, advise you that, in his opinion, an application to the department at Washington would be the remedy?

Answer. Yes, sir; he did.

Mr. Benedict. How long was this after you made the purchase of this cotton before you made application to get this reclamation?

Answer. I think it was as much as three weeks. At all events it was as soon as the cotton came into my possession.

Question. Was that application made by you based upon re-weighing the cotton at that time?

Answer. As soon as we got possession of the cotton we weighed it. Of course we could not before, because we had not access to the property.

Question. Now, was that cotton picked over?

Answer. How do you mean picked over?

Question. What cotton dealers mean by picking over—picking off what is dirty?

Answer. Yes, sir; our broker reported to us that some of the bales were in bad order, and he said we had better have it put in order for shipping.

Question. Was that cotton picked over before it went to Boston?

Answer. It was picked over in Ward & Gore's stores.

Question. Part of these three weeks, then, was taken up by picking over the cotton?

Answer. No, sir; I think that time elapsed before we got the cotton at all.

Question. Did you mean to get it before you picked it over?

Answer. I did not know as it would need to be picked over till we got it and found it in such bad condition. On paying for it the same day that I bought it, I got an order from Mr. Draper, to whom I paid the money, for the delivery of the cotton.

Question. To whom was that order directed?

Answer. To Ward & Gore.

Question. You did not get any order from the marshal directing the delivery?

Answer. No, sir; never.

Question. Can you state whether you went there and asked permission to pick over the cotton in the store?

Answer. Yes, sir; I asked either Mr. Ward or Gore.

Question. How long was that after the sale?

Answer. I think, perhaps two weeks.

Question. Had you what you call possession then?

Answer. No, sir.

Question. Was it weighed at these stores?

Answer. Yes, sir; right where it laid.

Question. You cannot tell how long it would take to put these 150 bales in good order?

Answer. My impression is that we were there three or four days.

Question. Did you present personally any order for the cotton?

Answer. I think I did. I don't know but I first gave it to the cartman. Then I found it was not delivered, and I think I went over with the order myself afterwards.

Question. Do you remember this: that part of that cotton had been picked over and re-baled, and they had put some half bales into bales, and there was some declining on the part of your broker or carman to receipt for the property, because there was not the requisite number of bales, two bales having been turned into one?

Answer. I remember that the cartman was desired to receipt for a number of bales, and he would not. I told him to receipt for what he got, and I hope he did.

Question. Did Ward & Gore send you a note apprising you that you could not receive the property until you proceeded properly?

Answer. I think they did.

Question. I only want to bring out that there was a controversy about the delivery, and as soon as it was settled you got your cotton. They delivered all the cotton they had, did they not?

Answer. That cotton was the last cotton in the store. I have always been under the impression that two or three bales of that cotton were stolen, or that somebody got it by mistake. At all events, I know there was a discrepancy. I have no reason to suspect any impropriety on the part of any one keeping that store. I believe Ward & Gore delivered all they had at the time I got it. Whether part of it had gone into other lots, or not, I do not know.

Mr. Upton. How much per pound did you pay for that cotton?

Answer. I think between 40 and 50 cents.

Question. Do you remember whether, after you bought that cotton, and before you got your refund, cotton did not go up?

Answer. I think it kept just about the same. No, it did not. I think, in fact, it fell off almost immediately after the sale; and, for the next two or three weeks, cotton was two or three cents lower. Besides, I think cotton was cheaper that day in New York than it sold for at that auction in Brooklyn.

Mr. Smith. You said you had to clamber over the bales and piles of cotton: Were there no spaces to go through between the bales?

Answer. There were no spaces about it. That whole part of the store was taken up with the cotton.

Question. Were the other goods stored with spaces so you could get through between them?

Answer. No, sir; I did not see any.

Question. This was in the upper loft, was it not?

Answer. Yes, sir; in the upper loft.

Examination of Captain Charles H. Marshall.

MAY 8.

Judge Kirkland. You understand the whole object of this investigation, Captain Marshall. It is hardly worth while to call out what you know about it by special questions. Won't you be kind enough to state all the facts of which you have any knowledge, connected with these proceedings?

Captain Marshall. I would remark that pretty much all the information I have upon the subject, I obtained from my friend Owen here in a free and frank conversation I had with him on one occasion. In that conversation he gave me important information. I think it was towards the latter part of February that my attention was called to these enormous abuses going on in the distribution of this prize property, and in order to get at the facts I sought Mr. Owen at his office in Wall street, and there had a free and full conversation with him upon the subject. He stated to me, very frankly and freely, many things in regard to this matter. The first thing I asked about, I think, was in regard to the sale of this tea and coffee. I told him what I came for, and that I wished information on the subject. He stated to me in regard to this tea and coffee, that

it was sold, and that it was so announced at the sale by his order; that there was to be no deduction from the prices bid; that you see this article as it is, and we will sell it to you as it is; that you are to have no claims for reductions as regards price; as to weight I won't be positive, but I think he said, both price and weight. Subsequently these claims for reduction were made, and were allowed on these articles, notwithstanding the terms of sale. He then stated to me with regard to the cargo of the Hiawatha; he said that this cargo came in here as an assorted cargo, consisting of tobacco and other things—I do not recollect the other goods—and that there was a supercargo attached to the ship, named Potts, I think. He said that that cargo was delivered exclusively to this supercargo, Potts; that there was no other person on the part of the government attending to the discharge of it, but it was delivered to this man, Potts; and that this man, in the delivery or receiving of it at the stores over here—I think Wheeler's store—secreted a quantity of that cargo in some other place—some by-place—where it was discovered afterwards, I think, by the aid of detectives; and that what was secreted amounted by an appraisement to $1,000 or $1,200. He then said to me about the tobacco, that this man shipped some 250 packages of it to Liverpool. I said, "How on earth can that be?" He said, he did not know. I asked who was the responsible party. He said the marshal was undoubtedly the responsible man. I think the amount of value of the tobacco which this man shipped to Liverpool he stated to be either $12,000 or $25,000, I do not remember which; at all events, the principle is the same. When Potts was interrogated about it, he said he thought he might as well store some of it at Liverpool as anywhere else.

I was very much astonished at this, and I inquired whether the marshal couldn't be made accountable for it. He said undoubtedly he could; said he was the responsible man, and ought to pay for it; whether he has or not I do not know. I got up a statement of these facts, and sent it to Washington to ask Congress to appoint a committee to investigate this whole affair. There were such reports flying all about, and confirmed by my friend Owen, I thought it necessary they should be investigated. These men on blockade, assigned to the hardest kind of service, are being wronged out of their just dues—wronged out of their prize money which they hoped to obtain in compensation for their services. As an old sailor, I felt sympathy for them; and as president of the Marine Society, as I have been for twenty years, they came to me and complained about it. I went to Washington and filed the memorial there. I saw many of the leading men there; saw the chairmen of committees, especially the chairman of the naval committee, and he said they were passing the most stringent laws to meet those very cases, and he did not think it necessary to appoint a special committee to investigate.

Now, I assure you, sir—and I am very sorry to have to say it, and I hope they can clear it all up; but the statement of Mr. Owen made the strongest kind of impression upon my mind from his freedom in detailing all these things to me, and disapproving of them himself—that there was a degree of wrongdoing in the disposition of this prize property that would really make—well, I can hardly say what I think of it, and hardly know how to characterize it. That's all the interview I had with Mr. Owen, and all I know concerning these transactions, except the common reports. I see no reason, Mr. Solicitor, why this prize property should not be disposed of precisely the same as though it was sent as a consignment to me, as a private individual, and I put it into the market to make the most of it, managing it economically to keep down the expenses.

I think Mr. Owen mentioned that an additional solicitor was appointed on the part of the Navy Department, which he considered an additional expense and not at all necessary; also that the district attorney's pay had been increased on the ground of additional labor, and that that was unnecessary. All this was

stated in an open, free conversation on all the points. My main object was to get at the facts—to get something to go upon, so I could make a statement to the committees at Washington, and get them to prevent these abuses, if they did exist. Now, why on earth a cargo should be left at the disposition of a supercargo solely, to put it into warehouses wherever he chose, some of it in one place and some in another, and some of it even consigned to Liverpool, shows a degree of indifference, to say the least, not to be accounted for, and very much to be deprecated.

I have now detailed, as near as I can, what was said, and, I should think, almost verbatim the language used at the time.

Judge Kirkland. Your idea was that Mr. Owen himself disapproved of the course taken by others.

Answer. Decidedly.

Question. And you did not infer that Mr. Owen himself participated in these abuses?

Answer. No, sir, not at all, and I have no idea that he ever did.

Question. Did you have any information inducing you to take what part you have in these proceedings, except this conversation with Mr. Owen?

Answer. Yes, sir; the reports previous to that with regard to abuses existing in that department led me to seek this interview with Mr. Owen. I did not want to take hold of shadows. I went twice to Mr. Owen's office. Did not see him the first time. The second time I found him. Mr. Fox, at Washington, said he didn't think the sailors got half their dues. I have always taken a deep interest in the sailor. However, it doesn't bias my testimony at all. I have been one among them, mingled freely with them, had more or less to do with them, now for fifty-six years. I commenced when I was fifteen and went around Cape Horn, and I have since been mingling with seamen constantly. I know their sufferings, privations and hardships; and, by Heavens! the man who would take advantage of these fellows on blockade, off Charleston and other places, I declare would rob his grandmother!

Mr. Owen. Your statement, Captain Marshall, is substantially correct; but I want to call your attention to some further portions of that conversation. In that interview, did I manifest any disposition to withhold anything from you?

Answer. Not the slightest. I assure you I was gratified with the interview—gratified to see the frank manner in which you detailed the circumstances.

Question. Do you not remember in regard to the Ann, that I stated to you that I had desired the sales to be made without any reclamation or anything that would justify reclamations, and did I not state that there had been a departure or two from that—such as selling by sample?

Answer. I do not recollect that, Mr. Owen.

Question. Did I not state to you that I had investigated the case of the Ann—had taken testimony in that case—and according to the testimony the party was entitled to an allowance?

Answer. I think you did. I think I asked what tribunal made the allowance, and you said the court. I asked why the court should make such an allowance, and you said it was done by affidavits which couldn't be got over.

Question. Now, in regard to the Hiawatha: do you remember that I read you a report of the result of that investigation?

Answer. I think you read me something or other, but I do not recollect that it was about the Hiawatha.

Question. Do you not recollect that I read you some document in regard to the quantity and deficiencies in the cargo of the Hiawatha?

Answer. I think so, sir; a deficiency of some articles.

Question. Do you remember my showing you the cost-bills of the prize commissioners?

Answer. I think I do. I think you called my attention to items as printed on that list, and I did not consider them very exorbitant as to charges.

Question. Now, as far as you have any knowledge, or have heard from others, do you know of any dereliction of duty on the part of the prize commissioners, myself individually or jointly with the other commissioner?

Answer. No, sir; I have not heard of any particular case at all.

Question. Did you investigate yourself in any way these particular charges beyond the case of the Hiawatha?

Answer. No, I have not investigated them.

Question. Was there any paper laid before the committee, as a committee?

Answer. I do not think I have ever met in the committee. I have been absent most of the time—have been sick for six weeks in Baltimore.

Question. In the earlier part of this prize business, you appraised some vessels and cargoes by appointment of the court?

Answer. I did in one or two instances.

Question. What course did you adopt generally in appraising?

Answer. I examined the article, whatever it was, and then I inquired among the dealers what the price was. Some of the property was appraised with a view of giving bonds, so that it might be discharged.

Question. Have you heard, or do you know as a fact, that the prize officers here were all embarrassed in paying these necessary expenses for want of funds?

Answer. No, I never heard of that.

Question. Well, the fact is, that under the construction given to the laws, no person had the power to pay these small bills, which ought to have been paid at once.

Question. Do you recollect a convervation with me at Saratoga last summer in regard to prize business, wherein I referred to the fact that the cargo of the Hiawatha had been sold by Mr. Draper, amounting to $250,000, and that it had not been paid into court after four weeks had elapsed, and that I had complained about it?

Answer. Yes, sir; I recollect that. It had escaped me, but I recall it to mind again.

Mr. Upton. What did you think of that circumstance when it was stated to you by Mr. Owen that Mr. Draper retained that amount of money without any security for its safety?

Answer. I thought he ought to pay it over.

Question. Did you complain about it to any authority?

Answer. No, sir; I never heard of it afterwards. I supposed, of course, it had been paid over, or else the thing would have been agitated.

Question. Now, Captain Marshall, there is a paper here addressed to the Solicitor, which commences in this way: "The undersigned, a committee of merchants of the city of New York;" are you a member of that committee?

Answer. I believe I am.

Question. Do you recollect of reading this paper before?

Answer. I have heard it read here.

Question. Yes, but I mean before it was signed. I wish to ask you if you are responsible for the statements it contains?

Answer. I do not think I read it. I heard it read here.

Question. Then it was signed by Mr. Grinnell without your concurrence?

Answer. I did not see it.

Question. You state, sir, that it was in February when you commenced to move in this matter, and then you filed a memorial in Washington?

Answer. Yes, sir.

Question. Was this committee formed prior to that time? You say it was formed in your absence; where were you?

Answer. I presume I was in Baltimore.

Question. By whom were you put upon that committee?
Answer. I suppose by Captain Nye and Mr. Minturn.
Question. Was not it solely by Mr. Grinnell?
Answer. No, sir.
Question. Have not you had your conversations in regard to this matter almost wholly with Mr. Grinnell?
Answer. Oh, no; not so much as with others.
Question. By whom were you actually selected to act on that committee?
Answer. I do not know, except by the joint views of the other members of the committee. All who know me know that I was interested in this case; know that I took a deep interest in trying to ferret out the abuses and endeavoring to have this property sold, so that the captors could get their just dues. I had no other object in the world.
Question. Did not Mr. Owen state to you that this case of the Ann was referred to him by the court to take testimony and report?
Answer. I do not know that he said that in words.
Question. Did he not say that the affidavits came in before him, and that it was his opinion, upon that evidence, that it was a proper allowance?
Answer. No, sir; I think he said it was his opinion that it was not a proper allowance, but that he could not get over the testimony. He did not believe the evidence and condemned the allowance, but he could not get past the affidavits. No mistake at all about that.
Question. Now, do you remember that you appraised the schooner Sarah Star at some $2,000?
Answer. I do not remember.
Question. Did you ever hear that that vessel was sold the day after for twice the appraisal?
Answer. No, sir; I did not know that.
Question. By which the captors lost $2,000. Well, that was a fact.
Answer. I think now with regard to that vessel that there were two other appraisers, and they wanted to appraise her at a much lower sum, and I differed with them. I got that amount by way of compromise. I said she was worth more money.
Question. Do you remember what other vessels you appraised?
Answer. I do not think I appraised more than one or two vessels. Mr. Edwards called on me to get me to make the appraisal of one of them.
Question. Mr. Edwards represented the British claimants and wanted to get it appraised at as little as possible?
Answer. I do not know about that at all. I never saw him about that. In fact, I think his young man came and asked me to go over to Gowanus to see the vessel, and I went one very bleak day, and was very sorry I undertook the job. I took a violent cold on account of it, which I think was one cause of my long sickness. She was a small, poor-looking craft, I can assure you.
Question. These appraisals which you made you understood, of course, were either for the purpose of parties giving bonds, or else paying the amount into court?
Answer. No, sir; I supposed the vessels were to be sold for what they would bring.
Question. Well, what was the object of an appraisal, then?
Answer. It simply was to bond the vessels. I did not suppose my appraisement was to govern the price of the vessel on sale.
Question. Then what did you care about the price of the Sarah Star, and insist on a higher valuation?
Answer. I supposed it was with reference to bonding the vessel.
Question. A bond to be given for the value of the vessel, and subsequently to be sold?

Answer. Yes, sir.

Question. Now, you were selected, you say, by Mr. Edwards, in one instance, if not more, to appraise vessels?

Answer. Yes, sir; I think I had a note from him in reference to appraising a vessel.

Question. Did you not know that Edwards represented the parties who claimed the vessel, and was there as solicitor for them?

Answer. I supposed so.

Question. Did you not know that it was for his interest to have the appraisal as low as possible?

Answer. It did not occur to me. I supposed the vessels would be sold for their value, and then a division would be made. That was my impression through the whole transaction, and it was represented to me in several instances that that would be the case.

Mr. Elliott. The only pay you got for that disagreeable service was a bad cold when you went over to Gowanus, there?

Answer. No; I believe he sent me $10. I would not have gone for $50. In that instance he sent me $10. I never called on him for it.

Mr. Glassey. Do you not remember being in Mr. Grinnell's office when this document was read over and some amendments were made before it was signed?

Answer. I recollect hearing it read somewhere. My impression is, it was here, but may be it was there.

Mr. Glassey. It has not been read here.

Mr. Upton. Do you now consider yourself responsible for the statements made in that paper?

Answer. I may consider myself on a par with the rest of the committee.

Question. It is stated here as a fact that vessels have been sold at places different from those advertised.

Mr. Glassey. I beg your pardon. It is stated there that the committee have information.

Mr. Upton. I beg *your* pardon. It says, "which have come to their *knowledge.*" Do you know that as a fact, that vessels have been sold at different places from those advertised?

Answer. I do not.

Question. Then here is one statement in a paper which you have signed, about which you know nothing?

Answer. I may have overlooked that.

Question. It is also stated that suits have been multiplied which could have been included in one proceeding. Do you know anything about that?

Answer. I do not.

Question. It is also stated that excessive charges were made for ship-keepers. Do you know about that?

Answer. No, sir.

Judge Kirkland. These statements are all made on information, and not upon his own knowledge. All these statements are what the committee were informed.

Mr. Benedict. I have not the slightest doubt that, in your connexion with these proceedings, you have been actuated by the best of motives; but the gentlemen implicated here, as well as others, feel that, when a man of your character makes a statement of this kind, they have a right to ask you how much they know about it.

Answer. Oh, of course. I do not object to that.

Question. Now, it is stated in this paper, as to the purchasers of the tea and coffee, that "it will hardly be claimed by any one that the reductions made in favor of Ward & Gore were not fraudulent." Now, do you know anything about that, except what you learned in your conversation with Mr. Owen?

Answer. No, sir, not at all.

Question. Here they are charged with a universally conceded fraud, when it has never been so conceded at all. Now, I take it for granted you did not know what appeared upon the record.

Answer. I do not know anything about that.

Question. It is new to you now, just at this moment?

Answer. Yes, sir.

Question. Here is a further statement that, on the 2d of October, "1,254 bushels rice were sold to Ward & Gore, proprietors of Union stores, in which the goods were stored at $2 25 per bag. They were allowed to take it at $1 67 per bag—a loss of $727 32." Now, sir, do you know anything about that?

Answer. No, sir.

Question. I only single out the charges here affecting my clients, Ward & Gore. Now, here's quite a long statement also affecting them: "At the sale of the cargo of the steamer Stettin," &c., (see the statement in the letter from Mr. Grinnell to the Solicitor of the Treasury.) Now, sir, have you any knowledge with regard to those facts?

Answer. No, sir.

Question. You had nothing to do with putting that story in here?

Answer. No, sir.

Judge Kirkland. I am sorry to interrupt the gentlemen, but it is very manifest that Captain Marshall assented to this paper on information and belief. Now, you may assume that all these things were stated without a personal knowledge of the facts.

Mr. Upton. I asked Mr. Marshall whether, as a committee-man, he was really responsible for these statements—whether this paper was not made up by others; and it turns out that he knows nothing about it, and is not responsible after all.

Mr. Jordan. Of course, the effect of all these things is for my consideration when I come to make up my report. In that document I shall give due weight —no more, nor no less—to everything that is presented here.

Mr. Glassey. It will not be claimed, by any member of this committee, that anything presented here will be regarded as of weight by you unless it is confirmed by full, legal proof in the testimony.

Mr. Benedict. Have you had anything to do with the sale of ships and cargoes?

Answer. I have bought ships and sold ships. I never bought or sold a ship at auction.

Question. Can you tell whether 2½ per cent. would be too much or too little commission for such a service?

Answer. I do not know what is the custom as to that. If that was too much, the parties responsible for these sales should have made it less. I am sure if I had sold a cargo or a ship, and had charged 2½ per cent. commission, and it was more than was usual or just, my constituent would make me refund. If he agreed to it, why that would end it. All these things, sir, should emanate from responsible parties who understand their business, and who regulate their charges just as any merchant does.

Mr. Upton. In the course of your inquiry into the abuses which you heard had been committed in connexion with prize sales, did you ascertain that a sum of 2½ per cent. commission on those sales had been allowed and paid to Mr. Draper as auctioneer?

Answer. No, sir; I do not know that I ever heard about that.

Question. Did you know that he was the auctioneer in these sales?

Answer. Yes, sir.

Question. Did you ever hear from him any complaints that there were attempts made to deprive him of his commission or position as auctioneer?

Answer. No, sir, never. I didn't know there was any attempt of that kind. I thought he was the regular auctioneer.

Question. For instance, the cargo of the steamer Memphis consisted of some

1,500 bales of cotton, 300 or 400 of it being sea-island cotton. At present prices that cargo would bring half a million of dollars or so, would it not?

Answer. Oh, yes, it is very valuable.

Question. Now, how long would it take to dispose of that cargo at auction?

Answer. Well, it depends upon how many parcels it was divided into?

Question. If it was put up in lots of 200 or 300 bales each?

Answer. I cannot say how long. It would be just as they chose to dwell on the lots.

Question. It could not exceed more than two or three hours, could it?

Answer. No, sir, I should think not.

Question. Now, would you consider the sum of $12,500 as a compensation to Mr. Draper for making that sale, which took him two or three hours, a reasonable and proper compensation?

Answer. I should think the persons having the responsibility of the sale of that cotton should see to it that only a just and fair compensation should be paid for such a service. Mr. Draper is merely the servant of the parties responsible for the sale. I should certainly think it was a large sum, but if it is a usual commission it may be right.

Question. But shouldn't you think an officer of the court who had control of such a sale ought not to consent to such a commission?

Answer. Yes, sir. I should say whoever was responsible for that sale should have made some sort of bargain, so as to avoid an exorbitant compensation.

Question. Do you remember that Mr. Edwards was counsel for the owners of the Sarah Starr?

Answer. I suppose he was, though I never saw him upon the subject.

Question. Was that the vessel for the appraisal of which he sent you a small fee?

Answer. I think so, or that little vessel over at Gowanas. I never had any fee. I have appraised many vessels, and never charged anything. I presume I have appraised five-and-twenty which I never had one cent for.

Question. That is where you differ from the chairman of your committee, for he was paid $250 for appraising a vessel in one case.

Answer. I made up my mind long ago not to make a dollar out of this government, in any way, as long as the war continues. I served on the marine board as one member, at a compensation of $150 a month. The other members drew their compensation; I never have, and I never mean to, except to keep me from going to "snug harbor." If I choose to claim it, they may some time pay me $1,500 or so.

Mr. Jordan. Are you acquainted with these stores, known as the Union stores?

Answer. Not very much. I think, in appraising some cargo, I may have visited them once or twice. I did not particularly notice them, except to observe that they were extensive warehouses, full of tar, turpentine, and other things.

Question. What is their character, in respect of their suitableness for the storage of such property as these prize goods?

Answer. I cannot say. I never heard anything about them one way or the other.

Question. Do you know whether they are eligibly situated for the storage and sale of this property?

Answer. Well, sir, I suppose so. There is considerable space there, and if merchandise was got out and rolled down the bulk-head and about, it might be a good place for sale.

Question. Do you know any special reason for the selection of these stores for that purpose?

Answer. No, I do not, indeed.

Question. Do you know whether, prior to the engagement of these stores for this purpose, they had been employed for the storage of other government goods?

Answer. No, sir, I do not know about that.

Question. Do you know about what charges have been made for storage in these stores?

Answer. Nothing but what has been current about town, and frequently put into the newspapers. I have noticed these charges, and thought they were very exorbitant.

Question. What, in your judgment, would be reasonable rates of storage in that place?

Answer. I am not competent to answer that. There are parties who have certain fixed rates of storage, but I am not familiar with them.

Question. You mentioned that at the time of your conversation with Mr. Owen he showed you a schedule of the costs and charges of the prize commissioners?

Answer. Yes, sir. It was merely a blank bill of the costs of the prize commissioners—their own fees.

Question. Then you have never seen any other charges than those made by the prize commissioners themselves?

Answer. No, sir.

Question. And, in your judgment, these were not exorbitant?

Answer. Those in that blank I looked over, and I supposed they were the established government rate which was allowed, and it did not strike me as exorbitant.

Question. Had you any knowledge yourself of the sales of prize property, so as to be enabled to say whether the attendance was full at the sales, and whether the prices realized were full prices?

Answer. No, sir. I often heard that there was not sufficient publicity given to these sales; and I did examine the papers several times with reference to that, and, if I mistake not, I found in the *Commercial Advertiser*, down in one corner of it, these sales announced. That paper has not a very extensive circulation, and it struck me, if that was all the publicity they gave, it certainly was not enough.

Question. Did you prosecute the inquiry further?

Answer. I do not know that I did. I often talked with others about it, among the merchant marine of this city.

Question. Did you attend any of these sales yourself?

Answer. I never did.

Question. Or know whether they were, as a matter of fact, fully attended, and whether articles brought full prices?

Answer. I never attended, and do not know as to that.

Question. Are you able to say whether eligible stores and situations could have been found in this city for those sales and for storage?

Answer. I should think there may have been. Undoubtedly there are a good many stores lying along Front and Water streets where goods might have been stored without any difficulty, and at rates not higher than in Brooklyn.

Question. Would there have been any advantage in employing stores in this city rather than in Brooklyn?

Answer. It would be an advantage for those desirous of purchasing. It is a pretty long route over to those stores. I have been over there at times when I found it a disagreeable road to travel.

Question. Were these sales large in amount, or were they moderate?

Answer. I cannot say. I suppose they were both—some small sales and some large. The great object to be obtained, I suppose, is to give the property all the chances to go off at as high prices as possible. That is the idea I have of the thing. That is the honest purpose to be pursued, and especially in the

case of property that is going to compensate men who have undergone the perils and privations of these sea-faring men, more than an ordinary care should be taken. I know these things are done in a wholesale manner; but it appears to me more than ordinary care should have been taken to get the highest price possible to be distributed to these men.

Question. If, however, it should turn out that these goods brought full prices, it would remedy the difficulty, would it not?

Answer. Oh, yes, certainly.

Mr. Owen. You say you saw an advertisement in the *Commercial Advertiser*. Was that an advertisement by the prize commissioners or by the marshal?

Answer. I think it was the marshal's advertisement.

Question. Now, suppose, in addition to the advertisement of the marshal, the sales had been advertised by the prize commissioners, over their own signatures, in the *Post*, *Commercial Advertiser*, and *Times*, giving some special statement as to the kind and character of the goods; would that have been a sufficient advertisement?

Answer. I should suppose so.

Question. If, in addition to that, the auctioneer brought the subject up in his advertisement in that general form, would the three advertisements, all combined, be sufficient publicity, in your judgment; the marshal in the *Post*, the prize commissioners and the auctioneer in his ordinary, simple form, under the auction head, and both in three or four papers; would you deem that sufficient advertisement?

Answer. I should think if the number you speak of was actually employed, that would be sufficient. The *Times* is a very good commercial paper. The *Post* and *Commercial* are not so much before the commercial public as the *Journal of Commerce*.

Mr. Benedict. Do you know, or is it not well known to commercial circles, that the *Evening Post* and *Commercial Advertiser* were appointed by the court as the official papers in which the marshal should announce every sale?

Answer. I do not know that.

Examination of Charles A. Lamont.

Mr. Glassey. What is your business?

Answer. A dealer in sugar at the present time. Sometimes I do a little in general merchandise. Our former business was groceries. We are also sugar refiners.

Question. Did you attend any of the prize sales?

Answer. Yes, sir, I have attended quite a number.

Question. Do you remember the sale of the cargo of the Solidad Cos?

Answer. I cannot remember the cargo of that particular vessel.

Question. A sale of some coffee?

Answer. I think I did attend that sale. Mr. Scott and myself attended together. That sale took place at Wheeler's store, in Brooklyn.

Question. Do you remember a lot of about 600 bags of coffee sold there?

Answer. I do not remember exactly the quantity, but it was quite a large parcel. If I mistake not, it was Mexican coffee, in large grass bags.

Question. Can you state about what would be the weight of those bags?

Answer. I can give you my impression as to the weight, founded on handling the coffee. I should certainly think these bags would not weigh less than 190 pounds per bag—not less than that—I am positive of it.

Question. Have you had experience in handling and dealing in coffee?

Answer. Yes, sir; I have handled a good deal of it, and worked in it.

Question. Were all of these bags of about equal weight, apparently?

Answer. Some of the bags might have lost slightly in weight, but it appeared to me generally in good order. Possibly in some of these bags there might have been a difference of fifteen pounds in the weight. My impression is that they would not average less than 190 pounds per bag; and I say 190 pounds for the purpose of being on the safe side.

Question. Do you remember the price?

Answer. If I remember about the price, it was in the vicinity of twenty-two or twenty-three cents per pound. It might have been two or three cents one way or the other. It might have been twenty-five cents.

Question. Has your attention been called to any frauds, or anything peculiar in the manner of conducting these sales?

Answer. I cannot say that I know of any frauds. I have heard something said about the advertising of the sales. In the early part of these sales there was comparatively little publicity given to them, if I remember rightly.

Question. Anything else besides want of publicity?

Answer. Well, they were not prominently brought before the public in other respects. At the same time, I think, the goods sold pretty well—brought good prices. I was surprised at the fact that some goods brought higher prices than they were really worth, and I was surprised at some of the parties who purchased them. The only thing that can be said against the prize commissioners was, that in one or two instances where there were resales they were not sufficiently published. Perhaps it was my misfortune that I did not notice the advertisements. I should liked to have been present, because the goods sold generally for less at these resales than at the original sales, and I did not know of them because they were not well advertised. The same thing has occurred with reference to the advertising of the marshal.

Question. When you did see the notices of these sales, did the notices call attention to the character of the goods offered for sale?

Answer. Not so fully as they have recently; but at the same time it would be very difficult, in advertising, to enumerate the various articles in these cargoes. If I mistake not, the cargo is more fully enumerated lately under the auctioneer's head.

Question. How long since this change began?

Answer. Some thirty or sixty days. I will say that Mr. Draper was always perfectly willing to furnish catalogues. I have sent to him for catalogues, and he said he would send them to me as soon as he could get them, and he has done so promptly. Often he could not get them in season. I have no prejudices against any of the parties; I think they are all clever people. I have not attended these sales recently, because I thought parties paid such high prices for goods that there wasn't much chance for profit. I couldn't understand it. I have heard that people had reductions made them from their bids. That's a common rumor; I do not know of it myself. I have not heard of that under the sales of the present auctioneers.

Mr. Benedict. Did you lift any of these bags of coffee?

Answer. I did not—did not attempt it.

Question. You judged by the looks as to the weight?

Answer. Yes, sir. They are similar in size to the St. Jago bags, and had a similar appearance.

Question. You were often over there at those sales?

Answer. Yes, sir.

Question. The goods sold well, did they?

Answer. Yes, sir; as a general thing. Some goods, as a matter of course, were sacrificed. Parties who had not examined would not know whether the goods were cheap or dear, and would pay higher prices in some cases, and sometimes less.

Question. Isn't that the theory of all auction sales—what you lose on one lot you make up on another?

Answer. Of course.

Question. But on the whole, this prize property brought good prices?

Answer. I think it sold exceedingly well.

Mr. Owen. Have you not seen generally, after these sales, statements or quotations that the property sold sold so—that it was equal to the best prices?

Answer. I have frequently seen statements of the prices brought; but a person who did not attend the sales could not tell whether the goods were cheap or dear, inasmuch as it depends on quality and condition.

Mr. Elliott. In that "Solidad Co's" cargo, did the prize commissioners have anything to do with that case?

Answer. If I remember right, the prize commissioners were not present at that sale. I do not remember of seeing either of them there.

Mr. Upton. Do you know anything about this Mexican coffee?

Answer. Yes, sir; but not so much as other coffee.

Question. Is there a material difference of specific weight?

Answer. I could not tell you, really, as to that. I should think there was no particular difference. Perhaps Mexican coffee is a little heavier. Some of it is a rounder bean, packs better in the bag, and makes a harder package.

Mr. Glassey. I have here, sir, the original papers furnished by the district attorney in the case of the steamer Ann, and the reduction awarded to Ward & Gore. I presume the district attorney will furnish certified copies of these papers. The papers are, a petition by W. S. Gore; an order signed by Judge Betts; a deposition signed by Robert M. Ward; a deposition signed by Walter S. Gore; a report addressed to Judge Betts and signed by Mr. Owen, prize commissioner, dated December 17, 1862; an affidavit signed by Francis B. Malignon; and an affidavit signed by John Davenport. These papers are all attached together, and we put them into this case, marked as Exhibit R. These are all the papers that appeared in court concerning that transaction.

Mr. Benedict. No, sir; the order vacating the order for a reclamation is not there.

At the close of this day's proceedings Mr. Smidt requested an adjournment over one day, to give him and his colleagues an opportunity for a further search of the records of the court and of the marshal's and district attorney's offices; which was accordingly granted by the Solicitor.

SATURDAY, *May* 9.

Mr. Benedict. Inasmuch as the Union stores, over in Brooklyn, have been the subject of a good deal of controversy, I am authorized by the proprietors to invite the Solicitor, and all parties interested in this inquiry, to visit those stores and make a personal inspection of their character and capacity for storing the prize goods. There is nothing so good as a view of premises in controversy as these are. I respectfully suggest that we go over to-day.

Mr. Elliott. I agree with that suggestion. The cargo of the Sunbeam is over there, and is soon to be sold. It would seem to me to be wise and proper that the gentlemen making this investigation should go there and look at the cargo, before it is sold, and see what is being done, and what has always been done in the disposition, exhibition, and sale of these prize cargoes.

Mr. Jordan. I see no objection to accepting this invitation and making the visit. Suppose, however, we go on now with the inquiry, and fix upon some hour early this afternoon.

Agreed to, and adjournment fixed at 1 o'clock p. m.

Examination of William Scott.

Judge Kirkland. Will you be good enough to state what you know respecting a sale of Rio coffee from the cargo of the Lynchburg? Do you know what was the valuation put upon it?

Answer. I was called upon by Judge Betts to revalue that cargo.

Question. Who caused that valuation to be made—under what official authority?

Answer. I do not know from any positive information. My impression is that it was District Attorney Smith.

Question. Do you remember how much the previous valuation was?

Answer. I think it was $8 per bag.

Question. How much did you make it?

Answer. I estimated it at $20 per bag.

Question. Do you know who made that valuation?

Answer. I do not know his name. I saw the person, but I can't tell his name. He was not a person at all qualified to make it.

Question. Do you know whether the bond was given before or after your valuation?

Answer. It was given before.

Question. Were you examined for the purpose of giving a new bond?

Answer. Yes, sir; and there was a new bond given accordingly by Brown, Brothers & Co. for one-half the cargo.

Question. Now, do you know anything about the coffee imported and seized in the steamer Solidad Co's?"

Answer. Yes, sir; I attended the sale of that coffee. It was a lot of Mexican coffee, and was sold at Wheeler's stores, in Brooklyn. When this coffee first arrived, it being a new article here, I obtained a bale of it for the purpose of ascertaining the grade of the coffee and its quality. That was some time before the sale. That bale I sent up to ——— & Cummings, coffee-roasters. That bale weighed 225 pounds; that was their return of the weight to me. The value, as I supposed, was from 18 to 20 cents a pound. The quality was very good.

Question. Did you buy any of that coffee at the sale?

Answer. No, sir; I did not buy any.

Question. Did you appraise that coffee?

Answer. No other way than I have mentioned. I was not called upon to appraise it officially.

Question. Did you see or know anything about the returns of the weight of that coffee as made by the weigher?

Answer. I saw a return, or what purported to be a return. I should say it was very incorrect.

Question. Please give the Solicitor an estimate of the accuracy of those returns.

Answer. Well, sir, I have sold three parcels of this Mexican coffee, and they have all averaged over 200 pounds per bale.

Question. What was his return?

Answer. I think it was about 105 pounds.

Question. Do you know who weighed the coffee?

Answer. No; I do not.

Mr. Draper. I think the return is an exhibit.

Judge Kirkland. When was this sale?

Answer. In March, 1862.

Question. When was this weight returned by the weigher?

Answer. I presume a very few days after the sale.

Question. Do you know any other matter or thing concerning the investigation here which you think ought to be stated, or which you wish to state?

Answer. I do not, sir.

Mr. Elliott. Were the prize commissioners present, or had they anything to do with that sale, so far as you know?

Answer. No, sir; they were not there.

Mr. Smidt. What is your business or occupation?

Answer. I am a coffee broker.

Question. Have you had great experience in that business?

Answer. Yes, sir; I have been in that business since 1846.

Mr. Upton. In the case of the appraisal of cargo of coffee brought by the Lynchburg, of which you have spoken, do you not remember of my making a motion to have that appraisal set aside, and an order made for a new appraisal?

Answer. Yes, sir.

Question. I came to you, didn't I, to get evidence of the falsity of that appraisal immediately after it was made?

Answer. Yes, sir.

Question. Now, in the case of the coffee in the cargo of the Solidad Cos, was the return made by the weigher there a return of the weight of the coffee in the aggregate, or was it by the bag?

Answer. I think it was a weighing of perhaps six bags at a time, and then giving the aggregate, making it an average of 105 or 106 pounds per bag.

Question. Do you not remember of an examination you made of the coffee by the steamer Ann for the purpose of ascertaining its quality and condition, and the information which you gave to Mr. Elliott at the time was, that at the price at which it was sold an inevitable loss would accrue to the purchasers?

Answer. I do not know the name of the vessel. I think there was such a cargo. I think we afterwards sold some of the coffee. I valued the coffee before the sale for a party who wanted to buy it.

Question. What value did you put upon it?

Answer. Twenty-six cents.

Question. Did you not, subsequent to the sale of the coffee, when it was reported to you that it was sold at so much above its value, say that the purchaser would lose largely?

Answer. I think it sold greatly above its value.

Question. That was your opinion, and did you not state that at the time?

Answer. I believe I did.

Question. Very shortly after that did not the market experience a decline?

Answer. Yes, sir; coffee went down, and then afterwards it went up again.

Mr. Owen. How extensive is your business?

Answer. Quite extensive.

Question. What proportion of the coffee business in this city do you transact?

Answer. I do not know. I sold one year 300,000 bags of Rio coffee, which was a pretty large quantity to sell in one year.

Mr. Elliott. In that case of the Lynchburg, wasn't it I who first brought your attention to that undervaluation?

Answer. Yes, sir; it was your representation which started the inquiry.

Mr. Elliott. Your reappraisal of the cargo of the Lynchburg was not under the direction of the prize commissioners, but by order of the court?

Answer. Yes, sir; by order of the court.

Mr. Smidt. Who purchased this Rio coffee?

Answer. Sturgis, Bennet & Co. bought it of Ward & Gore, and Ward & Gore bought it at the auction sale.

Question. Did you sell this coffee for Ward & Gore to Sturgis, Bennet & Co.?

Answer. I sold it by the direction of Ward & Gore; sold it as a broker.

Question. For a smaller or a higher price than they gave for it?

Answer. It was sold by me to Sturgis & Co. at 26 cents.

Question. Do you know what Ward & Gore gave for it at the auction sale?

Answer. I do not, of my own knowledge. I understood they gave 30 cents.

Question. Did they tell you that?

Answer. I do not know that they told me, and I had a general information about it. I heard several say so.

Question. Do you recollect about the time you made the sale to Sturgis, Bennet, & Co.—the date I mean?

Answer. I should think it was two or three weeks after the sale.

Question. Was anything said to you by Ward & Gore as to keeping this sale to Sturgis, Bennet & Co. quiet for a little while?

Mr. Benedict. You examined this coffee as a broker, did you not?

Answer. Yes, sir.

Question. What was the real condition of the coffee?

Answer. It was an inferior lot of coffee; below the average of merchantable coffee.

Question. A good many black grains in it, were there not?

Answer. Yes, sir. It was adapted for roasting, but not for the general market.

Question. When you sell as a broker, as you sold for Ward & Gore, who pays the brokerage?

Answer. The seller pays the brokerage.

Question. So that that price was to be reduced to the extent of your commission. Who pays the cartage?

Answer. For goods in Brooklyn, it is paid by the seller.

Question. And the lighterage?

Answer. Also by the seller. The drayage is four or five cents a bag, and the lighterage a little more from Brooklyn.

Question. How much brokerage did you charge?

Answer. One quarter of one per cent.

Question. When you sold for 26 cents, was that for cash?

Answer. Cash, less three per cent.

Question. Another deduction then. Did you make special reclamation for damage?

Answer. No. sir. It is expressly stated in the sale-note that the purchasers should not come back for damage. They bought the coffee as it was.

Question. Was not that sale made on a rising market?

Answer. No, sir; the market was rather dull.

Question. Immediately after the sale didn't the market rise?

Answer. Perhaps two or three days after the sale the market did advance a little.

Question. You know Sturgis, Bennet & Co. well, do you not? They are the leading grocery house in New York?

Answer. Yes, sir; they are about the largest buyers. I have sold them 20,000 bags in a single day, amounting almost to a million of dollars.

Question. Were they not rather monopolizing the market about that time? I do not mean in an offensive sense.

Answer. Well, they are large dealers and large holders.

J. H. Draper. I would like to make some explanations on one or two points of my testimony, and also to introduce some papers which have been called for. The question was asked me, when I was here before, whether I thought Ward & Gore bought as much at these sales as other buyers; I stated that they did, and probably more. I find, on referring to our books, that they have not bought so much as I supposed—that is, in their own names they have not. I had mixed up Smith & Holmes with them, and considered them the same as Ward & Gore. In their own names they bought much less than I thought. The Solicitor asked me to give a statement of the goods which Ward & Gore purchased at the second sale of the Stettin, and which they did not take. I have

a statement here of what they bought and did not take, and also what the same goods sold for at the third sale.—(See Exhibits 50 and 51.)

Mr Benedict. Did you make this resale of the Stettin?

Answer. I made one of them.

Question. Well, this lot here on which this loss is stated, did you not sell that lot?

Answer. I am not positive.

Question. Now, at the final sale did you sell the goods?

Answer. I did, sir.

Question. Was Mr. Ward present?

Answer. I am not certain whether Ward or Gore was there. I think Mr. Ward was present, but I do not remember certain.

Question. Do you not recollect that Mr. Gore was present at the time of that sale, and expressed great surprise at your going on to sell these goods?

Answer. Yes, sir, I remember that now.

Question. Did he not inform you that these goods were partly paid for, and were not unclaimed goods at all?

Answer. Yes, sir; Thompson was there, and I took his directions about selling the goods. I remember that Mr. Gore protested at the time.

Question. Did you not know that these goods were actually paid for?

Answer. I did not know of it at the time. I heard of it afterwards.

Question. When you got back to the office, did you not hear that the goods had been paid for?

Answer. I heard that Mr. Ward had been there, but whether he was there to pay for them, or did pay for them, I do not remember. I didn't take charge of the money. Our cashier could testify on that point.

Question. The deputy marshal insisted on having the goods sold, but Gore insisted that they were their goods, and that if they were not paid for they would be?

Answer. I think so, or else his protest would not have been made. Up to the time I left the office that morning to go over to make the sale they had not been paid for.

Question. Oh! I didn't suppose they had. Now, when you went over in the morning, did you take anybody with you to make purchases?

Answer. No, sir, I was alone; there was no one connected with me in that capacity.

Question. What time did you get there?

Answer. At that time I think about eleven o'clock, and the deputy marshal did not come till twelve.

Question. When you got there did they allow you to go in?

Answer. No, sir, they would not allow me up in the loft. I think they said they knew of no sale that day. Whether it was advertised or not I cannot tell; the books will show. If not, we were probably written to by the marshal, or informed some way by him.

Question. Mr. Draper, will you see if that is your advertisement? (handing him a newspaper.)

Answer. Yes, sir.

Question. Will you tell us whether that is not the first day, that very morning, that that advertisement was in the papers?

Answer. I cannot tell.

Question. Well, we can prove that by the newspapers. And Mr. Gore wouldn't let you in because he knew of no sale that day?

Answer. I think it was Mr. Enoch Gore who would not let us go in.

Question. Were you refused admission after the deputy marshal came?

Answer. No, sir.

Question. And then you commenced selling?

Answer. Yes, sir.

Question. These were advertised as unclaimed goods, were they?

Answer. Yes, sir.

Question. But they were not, in fact, unclaimed?

Answer. Yes, sir, they were unclaimed as far as I was concerned. They were unclaimed when I left my office. I did what was directed by the marshal.

Question. The prize commissioners were not there, were they?

Answer. I do not think either of them were there.

Question. Now, I will read this paper, and ask you if it is the protest made by Mr. Gore against that sale, (read from a little book.) See Exhibit V. Did not Mr. Gore make such a protest very earnestly?

Answer. I think he did.

Question. Did you ever sell some lead at any of these sales?

Answer. I think I sold some at this same sale; I think I sold over 300 pigs.

Question. Was this sale made at the time you speak of when you were refused permission to go in?

Answer. I think it was one of the times. I think there was another time when I was refused permission, but it was always before the marshal came. The marshal generally came about the time to sell; sometimes we had to wait for him.

Mr. Upton. I asked you the other day to refer to your books to ascertain who purchased that army clothing?

Answer. Yes, sir; I have looked up the matter, and I find it came in the Tubal Cain; that I did not sell at that sale, and that the purchaser was Mr. Spellman.

Question. Wasn't it put down to the penitentiary?

Answer. No, sir; Mr. Spellman attended a good many of these sales, and I think he bought for the institutions.

Examination of William A. Wood.

Mr. Smidt. What is your occupation?

Answer. I have been a city weigher now for some time—since November last.

Question. Was that your occupation prior to November?

Answer. It was many years ago in Florida.

Question. Did you attend any of these prize sales?

Answer. I have attended, I think, all of them—commencing with the first sale of the cargo of the Stettin. I was present at all three of those sales.

Question. What occurred unusual, if anything, at those sales?

Answer. Well, in the first place, there wasn't the usual display of samples of goods. There was an objection to showing the samples, and allowing the goods to be examined.

Question. By whom were these objections made?

Answer. I think Enoch Gore and Mr. Cammeyer, the appraiser, mostly.

Question. At what stores were these sales made?

Answer. At the Union stores, in Brooklyn.

Question. Who were these persons you speak of?

Answer. Enoch Gore, I think, is a cousin of Mr. Gore, of the firm of Ward & Gore. Mr. Cammeyer was the appraiser employed by the prize commissioners. They refused permission to examine the goods, the samples particularly. The goods were arranged along in rows. The drugs, especially, were not opened. I was desirous of examining some of the drugs, and was told by Cammeyer or Gore that it was against the instructions of the prize commissioners, or of one of them. I understood him to speak more particularly of Mr. Elliott.

Question. Of what did that cargo generally consist?

Answer. It was a general cargo, embracing almost every line of goods. I saw hardware, boots and shoes, dry goods, groceries, cases of drugs, &c.

Question. Was there anything else in the manner in which that sale was conducted which attracted your attention?

Answer. Yes, sir. There were two gentlemen buying there, one of them named Holmes, and another Smith. And I know I was surprised at the wild and reckless manner of their bidding. At the close of the sale I saw a gentleman who informed me that Holmes had been a clerk of Ward & Gore's. I think this man's name was Kellogg. I was subsequently informed by Mr. Sanxay that Holmes was still in the employ of Ward & Gore, and he gave me the impression that he was interested with them in business.

Question. Did you make inquiry of either Ward or Gore in relation to that fact?

Answer. My impression is, that I asked Walter Gore if he knew anything of Holmes, and I think he told me he did not. I have since ascertained that Holmes was at No. 4 Washington street, New York, and that the name of the firm doing business there is Ward & Co. I have since seen him upon the steps of that office.

Question. Did you have any conversation with the counsel for captors, prize commissioners or marshal, in reference to the manner in which that sale was conducted?

Answer. I recollect calling upon Mr. Elliott, a few days before the second sale, at his office, and asking him the question, whether these goods were to be resold on account of the former purchasers, or on account of the government; and he said on account of the government. I asked him if that was usual; and I said he evidently didn't know where to locate these gentlemen who had bought goods and refused to take them. He gave me to understand that he could locate them if he was disposed to give himself the trouble. He evidently did not intend to get into any litigation in the matter. I had several interviews with Mr. Elliott at one time and another. There was something said at one time about his compensation; I think he said the government did not sufficiently remunerate him.

Question. Did anybody connected with the United States officers in New York buy at that sale, that you know of—at that sale or any of the sales of the Stettin?

Answer. I do not recollect of any.

Question. There was some ink sold there, was there not?

Answer. Yes, sir.

Question. Who bought that?

Answer. The ink was catalogued as paint. At the first sale it was bought by Holmes, at $35. It proved to be 10½ barrels of printing ink.

Question. Was that resold?

Answer. Yes, sir; and bought by Mr. Murphy, of 189 Pearl street, at $120.

Question. Was there anything else connected with the sale of the Stettin which was irregular; or did you have any conversation in regard to the manner in which the sale was conducted with the officials?

Answer. Not particularly.

Question. In regard to the weighers employed at these sales, have you had conversations with the officials?

Answer. Yes, sir; with the marshals. I stated to the marshal that there had been fraudulent and false returns made of weight, especially in the returns of Root & Connell. I told him I had statements of very responsible parties here to that effect, and I could get their affidavits. He said that affidavits didn't amount to anything, and that he could buy any number of them for a small sum. I told him I could get people of the first character who would testify to these transactions. He said if I could do so, these weighers should be immediately dismissed. I

then brought this statement of Sturgis & Co. about one of the transactions of these weighers.

Mr. Smidt. We offer this statement as a testimony to the manner in which these gentlemen discharged their duties.—(See Exhibit 21.)

Question. Now, what was said to you by the marshal on that occasion?

Answer. He said if I could make it manifest to him that such false weights had been returned he would have these weighers discharged immediately, and he would appoint me in their place.

Question. Was that promise followed up?

Answer. A few days after I received a written order from the marshal to do the weighing and gauging.

Question. Did you do the weighing and gauging?

Answer. I never have since that order.

Question. Who has?

Answer. I do not know, sir.

Question. Do you not know whether Root & Connell are still the weighers?

Answer. I do not.

Question. At what rates were you to do the weighing?

Answer. At the regular rates.

Question. Was there to be any discount off?

Answer. None whatever. I expressed myself willing to do it honestly and correctly at the regular rates.

Question. Do you know of any of the officers having charge of this prize property refusing permission to purchasers to examine it to see its quality and condition?

Answer. I do not know as I do.

Question. Did they refuse you to examine it?

Answer. Yes, sir. They refused to allow me to go on board of vessels just previous to their sale.

Question Who had charge of these vessels?

Answer. On one occasion I took a note to Mr. Cammeyer. I could not find him in the warehouse, and I went down to go on board the vessel. Mr. Enoch Gore objected and refused to allow me to go on board.

Question. On what grounds?

Answer. He said that no one was allowed on board while they were discharging the vessel. I remarked that I had a letter to Mr. Cammeyer. In a very rude, ungentlemanly manner he said that Mr. Cammeyer was not there, and that I could not go on board.

Question. Was there anything peculiar in the order giving you the weighing and gauging? Have you that order?

Answer. No, sir; it is among Mr. Draper's papers.

Question. What were the contents of that order?

Answer. It was merely the common form of appointment to do the weighing and gauging—just the usual order of appointment.

Question. Do you know whether there were reclamations made upon the goods sold at these sales?

Answer. I only know by hearsay.

Question. Did you examine the tea or the coffee sold from the cargo of the Ann?

Answer. I did not.

Question. Did you examine any of the cotton on which you heard reclamations had been made?

Answer. No, sir; I never did.

Question. Were you at the sale of the cargo of the steamer Scotia?

Answer. Yes, sir.

Question. Did you notice anything there out of the usual way?

Answer. Yes, sir.

Question. Did Ward & Gore buy any goods there?

Answer. Yes, sir; they bought a case of silks. The marshal was present. A gentleman alongside of me remarked immediately after that he thought it a very singular proceeding that Ward & Gore were allowed to buy contrary to the terms of the sale.

Question. In what respect contrary?

Answer. The catalogue went on to say that no one connected with the prize business, or employed in it in any way, would be allowed to purchase.

Question. Ward & Gore's bid was taken and allowed by the marshal, who was present?

Answer. Yes, sir.

Question. Did Ward & Gore bid in their own names?

Answer. Yes, sir.

Question. Have you been in the Union stores, and also in Wheeler's stores, in Brooklyn?

Answer. Yes, sir.

Question. Are there any objections to either of them; and if so, what?

Answer. I do not know any objection to the Union stores, but I should have a decided objection to Wheeler's stores. His stores are well down on the Atlantic dock. Goods have to be carted around the slip, or else lightered over. I remember once I was a long time getting across the slip. It was blowing very fresh. I do not know of any other objection.

Question. Do you know anything connected with the ship-keeping or dockage of these prize vessels?

Answer. I know nothing only what I have heard. Sometime ago I was in the office of the marshal for Florida, and there I met a gentleman who informed me that he was an officer on board of one of these prize vessels.

Question. Did you get his name?

Answer. I did not.

Mr. Upton. I think it is a serious objection to a witness stating anything he has heard from a person whom he cannot name. That seems to me to be going a little further than we ought to.

Mr. Jordan. Where a witness merely says that he heard a thing said and cannot trace it to some definite and tangible source, the statement he would make would have no effect upon me. The only object in allowing such a latitude is to elicit all that can be elicited in regard to the transactions which are the subject of investigation here. For that purpose I am willing to permit questions of almost any character or form; but I repeat, that I shall pay no sort of regard to anything said by somebody, at some time, without having some person designated as responsible for the statement.

Mr. Upton. That is perfectly satisfactory as far as the Solicitor is concerned, but what the witness says is reported here as a part of this investigation. I suppose the Solicitor reports his conclusions only upon what is really evidence here, and as far as that is concerned there may be no objection to this wide range of interrogation and statement. But still the report of these proceedings may be published to the world. It goes forth to the public and to the departments at Washington, and we cannot tell what effect it may have upon the minds of others. Here is a story told by a witness which it is utterly impossible for us to contradict because it cannot be traced to any responsible source, but it is allowed to be taken down as evidence in this case. Of course, it has no influence on the mind of the Solicitor, who is a lawyer, but what influence it may have on the minds of those who do not discriminate we cannot tell.

Mr. Jordan. There is a possibility, I suppose, of some unpleasant results of that kind arising from admitting statements in this form; but my impression is that ill-natured persons—persons who are disposed to criticise and cavil—would

be more likely to pervert and misconstrue any investigation not perfectly open as this is, especially any obstacle I might interpose by refusing to hear such statements, than they would be to misunderstand such statements themselves. I think, then, it is better to open the door as wide as possible, to the end of getting all the facts on the one hand, and of avoiding complaint on the other.

Mr. Upton. It is quite possible the Solicitor may be right in that respect, and I will not persist in my objection.

Mr. Jordan. It is a matter of the simplest common sense, of course, to say that nobody can be held responsible for what A, B, or C says, without knowing anything about his credibility or responsibility in any manner or shape; and, for that reason, I think there is nothing to be feared from any statements which may be made here.

Mr. Smith, district attorney. As I understand the position of Judge Kirkland and Mr. Smith, who represent this committee here, it is to elicit the truth. The spirit of this investigation is not to attack and to injure officers of the government, but to elicit the truth in regard to their official transactions, and therefore I desire to make this suggestion, inasmuch as the Solicitor has opened the door for inquiry so very wide: That the counsel on all sides should restrain themselves in their inquiries within proper limits, because I should be sorry to hold office if I must continually be placed at the mercy of some man whom I wouldn't allow to depredate on the treasury, and who might be brought in here to make all kinds of hearsay statements. I could put every man in the nation in prison, from the President down, if I could be allowed to state everything I have heard said.

Mr. Glassey. We do not care about having these reports or remarks made a part of the record.

Mr. Benedict. If they are not taken down, we do not care either.

Mr. Smith. I do not object to the widest latitude of inquiry, because I want the truth to come out exactly.

Judge Kirkland. Perhaps the Solicitor, when he comes to make up his report, will strike out all these irrelevant portions. I have not the slightest objection to leave all that to the judgment and discretion of Mr. Jordan. If this report is to be published, I think it perfectly proper that Mr. Jordan should supervise and correct it.

Mr. Smith. There are some men who never can be put into a position where they can steal that they won't steal; and such persons will suppose that everybody else will steal, and will construe the most innocent acts in the light of that suspicion.

Mr. Smidt. I shall confine myself as far as I can to facts. I supposed when I put the question that that man spoken of by the witness was in some way connected with Marshal Benner, or with his office, so that he could be traced and identified.

Mr. Benedict. I am willing that Mr. Jordan should cut up this testimony hereafter, but it is a thing which I should think Mr. Jordan wouldn't like to do; and then if he should leave out what he pleased and send to the world an incomplete report, that would be denounced, and there would be trouble in that direction. The true way is, it seems to me, that when an answer comes in that indefinite, irresponsible shape, the reporter need not take that down, because it cannot have any force. I would then suggest this: that when any question is propounded which may be objectionable in this respect, any gentleman may appeal to him as to whether that is a proper question to be put.

Mr. Smidt. It is a vital matter that the proof should come out. It is important for the officials alleged to be implicated, and to the public service that the truth should come out. It is not right, then, that hearsay statements and irrelevant matters should be recorded here to be printed hereafter, and even, perhaps, be used in the next political campaign against candidates for official stations.

Mr. Smidt. We cannot control our witnesses. We get intimations that certain parties know certain things, and we have to put all sorts of questions to find out what they do know, and to bring out the facts.

Question. (Mr. Smidt.) You say you saw a man in Marshal Benner's office; did he seem to be acquainted with the marshal?

Answer. I think he was in conversation with the marshal when I went in. Pretty soon the marshal became engaged in conversation with some one else, and I entered into conversation with the man.

Mr. Jordan. Where a party comes as near as that to identifying a man, I should think he might state what that person told him, because it will avoid trouble and save time if it should turn out that that person can be found, and his own statement obtained here.

Mr. Smidt. Now, go on and state what you heard from this man, especially in respect to ship-keeping and dockage.

Answer. He stated that the government was being overcharged for dockage and ship-keepers at the wharves of the government stores in Brooklyn. He stated that the government was being charged for two men on each vessel, where a very much less amount of labor was employed. He also stated that the government was being charged full dockage for five or six vessels which were lying outside. Happening to be in Brooklyn a few days after, at one of the sales, I thought I would inquire about that matter. I inquired of a man who informed me that he was a ship-keeper. He said he was the only one employed about there in watching vessels in the day time; that one man was employed at night and the other in the day time, and I think at that time there were seven or nine vessels lying there.

Question. Do you recollect a steamer called the Anglia?

Answer. I do. The goods of that cargo were sold at the Union stores. There was upon the catalogue of that sale a lot of four cans of black paint, and it proved to be four cans of black ink, as in the other case I spoke of. I bought them at a fair price. It ran up to 15 cents a pound.

Question. Did you know what it was when you bought it?

Answer. I had an impression as to what it was from a gentleman bidding against me, and I examined it afterwards and found it was ink. That gentleman was Mr. Thurber, a drug-broker, who buys at these sales.

Question. Have you had any conversation with Mr. Cammeyer in regard to these sales?

Answer. Yes, sir, I have; but I do not think it amounts to much. I had a conversation with his cousin in French's employment?

Question. What was that conversation?

Answer. The amount of it was: speaking of describing the goods improperly, he said that a bale described on the catalogue as common woollen goods, proved to be fine beaver cloth, and the buyers had made largely out of the difference.

Question. Did you attend the third sale of the Stettin?

Answer. I did.

Question. What occurred there?

Answer. I went over to the Union stores and found a few people in the office up stairs. I had to pass through the office in going up aloft. As I went in, I had a paper description of the goods to be sold which I had procured at Mr. Draper's office. A gentleman inquired of me if there was to be a sale that day. I informed him that I so understood. He remarked to me that he was under that impression too, but was informed that there would be no sale. I asked him where he got his information, and he pointed to Mr. Enoch Gore. Soon after Mr. John Draper came over, and an exciting conversation took place between Enoch Gore and Mr. Draper. Mr. Draper asked the gentlemen present to visit the loft. Mr. Gore refused to permit them till his cousin,

Walter Gore, came. After a while Mr. Walter Gore came. I do not remember whether he refused to let us go up stairs or not, but he protested against the sale. He said he had purchased the goods, and he read a written protest which he offered to Mr. Draper. Mr. Thompson, the deputy marshal, was appealed to in the matter, and he insisted that the sale should go on. The sale did go on. Mr. Gore, I think, bid; but Mr. Draper refused to take his bid. Then Mr. Newell bid, and Draper refused to take his; saying it was the same party. Mr. Newell appealed to Thompson, and Thompson told Draper to take the bid. There were very few people at that sale—not to exceed a dozen, I think.

Question. Now, then, did you have any conversation with Marshal Murray in relation to these sales of coffee and ink?

Answer .I did. In relation to the ink, I told him that I thought it a singular feature that black ink should be sold for paint. I said the man who did it could hardly be up to a knowledge of his business, or else there was something wrong about it. The marshal replied that every one was liable to mistakes.

(The hour of 1 having arrived, the investigation closed for the day, and the Solicitor, counsel for the committee, prize commissioners, marshal, counsel for captors, and other parties interested, went upon the proposed visit to the Union stores, in Brooklyn.)

MONDAY, *May* 11, 1863.

Examination of Mr. Wood, resumed.

Mr. Smidt. Have you attended any of the sales of Mr. Benner, the marshal for Florida, since you have been here?

Answer. I have attended some three of the sales.

Question. Did you notice any difference in the manner in which he arranged the goods for those sales from the manner in which Mr. Murray arranged the goods for his sales?

Answer. I noticed no difference with the exception of the last three cargoes; then Marshal Benner had a better warehouse open for the goods, and a better disposition of the goods and facilities for examining them. Two of these sales were held here in New York, one of them in a store which run through from Park Place to Murray street; another was held in a warehouse in Barclay street.

Question. Now, as to the attendance upon these sales?

Answer. I think there was a very much larger audience on this side.

Question. Was there as much inducement to attend these sales by reason of the value of the cargoes?

Answer. No more so, I should think—about the same description of cargoes, I suppose. At one of the cargoes brought by the Circassian, I think, there appeared to be a good many dry goods.

Question. Did you notice any other difference in conducting these sales?

Answer. There was more advertising of them than in Marshal Murray's sales.

Question. As to the description of the goods, was it more full?

Answer. I do not know as there was any difference in that respect; they were described in the catalogues about the same.

Question. Have you attended any sales of vessels?

Answer. I have; but I do not know whether they were prize vessels or not. In the case of the first sale there was a difference in the place advertised and the place sold. It was advertised to be at Penny Bridge, but was really sold at some distance from it. I finally found her probably half a mile beyond Penny Bridge, and down beyond the Atlantic docks. There was also a steamer advertised to be sold at Stack's yard, in Williamsburg. I did not find her there, but, after looking and inquiring, I found her at some distance from there

at the foot of North Ninth street. There was another case of a schooner advertised to be sold at Wallabout bay, near the navy yard, and she was quite a piece from there. She was found to be at South Ninth street, Williamsburg.

Mr. Elliott. Do I understand you to say that these were prize vessels?

Answer. I do not know; I supposed they were, but I have been told recently that they were not.

Judge Kirkland. You understand the object of this investigation, Mr. Wood? Now, if you know of any other facts which concern this matter I wish you would state them.

Answer. At this particular moment I think of nothing further, though there may be things which I have seen or heard which may be brought to my mind.

Mr. Benedict. Have you ever seen or examined other storehouses besides those of Ward & Gore and Mr. Wheeler?

Answer. No, sir; not particularly any storehouses. I may have passed in and out of other storehouses, but I gave them no particular examination.

Question. Do you know much about these storehouses of Ward & Gore and Wheeler?

Answer. Nothing more than a casual examination.

Judge Kirkland. Has not the Solicitor been over there and seen those storehouses for himself?

Mr. Benedict. Yes, sir.

Judge Kirkland. Well, will not that be sufficient?

Mr. Benedict. This witness stated that the Union stores were very dark, and not to be compared to Wheeler's stores. I want to see how much he really knows about it.

Mr. Jordan. We cannot tell how far it may be necessary to show the condition of these stores, because these circumstances mentioned here may be what determined the marshal to make the selection.

Mr. Benedict. This witness can give his opinion as to the fitness of these stores compared to others. What I want to know is, whether all the circumstances considered—depth of water, the amount of accommodation for vessels, extent of pier, &c.—you do not consider these stores of Ward & Gore very well adapted for the purpose of storing the cargoes of prize goods, exhibiting them, and making the sales?

Answer. I have no hesitation in saying it is one of the best places I have ever seen.

Question. Do you think Wheeler's stores superior to them?

Answer. No, sir; I think they are very inferior as compared to them.

Mr. Upton. Notwithstanding the statement of your opinion as to the insufficiency of the sampling of this property and the insufficient opportunity given for examination prior to the sale, and especially as to the drugs and medicines of which you spoke, is it not a fact that this property at the sales has invariably brought its full value, or even high prices?

Answer. No, sir; I cannot say it is a fact.

Question. Do you know it is not a fact?

Answer. From my knowledge and experience, I think they brought only fair prices, and in many instances they brought less than they were worth.

Question. Do you not think that, in many instances, they brought a great deal more than they were worth?

Answer. I do not know of any such instances.

Question. How was it with that lot of guns which you bought and which you wanted to get a reclamation upon; did you pay more than they were worth?

Answer. Yes, sir; they were falsely represented upon the catalogue.

Question. You did not get a reclamation, did you?

Answer. No, sir.

Question. You tried hard to do it, didn't you?

Answer. Not very hard.

Question. You went to the district attorney, didn't you—even went up to the house about it?

Answer. No, sir; I did not go to the district attorney.

Question. Didn't you get up a number of affidavits?

Answer. I did.

Question. Did you not go about getting parties to sign a petition for a reclamation?

Answer. No, sir; I only went to the marshal and his deputy about it. I also went to Mr. Gray, and he said it was a just claim, and I ought to get it.

Question. Now, about that paint which you bought; paint is worth less than ink, is it not?

Answer. Yes, sir.

Question. What is the difference?

Answer. Paint is worth from 5 to 8 cents a pound, and printer's ink from 20 cents to $2 a pound.

Question. You bought it as paint, and found it ink?

Answer. Yes, sir.

Question. Did you propose to make a refund of the difference in value to the government?

Answer. No, sir; I found when I got home it was an inferior quality of ink, not worth over 20 cents a pound. I have tried to sell it to several parties in the printing business, but I haven't sold it yet.

Question. Do you think the property brought fair prices, on the whole, at these sales?

Answer. Yes, sir; taking one article with another all through, I should think they did.

Question. Now, in regard to this paper signed by Mr. Grinnell and sent on to Washington: you have interested yourself a good deal in this investigation, have you not?

Answer. Somewhat—yes, sir.

Question. And in ferretting out these charges in relation to sales of prize property?

Answer. Yes, sir.

Question. At whose request have you done that?

Answer. At the request of no one.

Question. Actuated by what motive were you?

Answer. Well, sir, just prior to the sale of the cargo of the Stettin, I applied to Mr. Elliott for the weighing and gauging of these cargoes. I first applied to Mr. Murray. I took a letter to him from the honorable Fred. A. Conkling, stating my position, qualifications and application. Mr. Murray referred me to Mr. Elliott, and Mr. Elliott referred me back to Mr. Murray. Mr. Elliott acknowledged that I had claims on account of services rendered to the government, and I think he suggested that I was worthy of something even better than the position I sought. After two or three interviews I saw that there was some secret difficulty, and I thought I would ascertain what it was. I attended the sale of the Stettin, and my impression was that there was improper conduct going on, and that they had employed parties to do the weighing and gauging whom they could depend upon better than they could me. Of course I felt disappointed, and I followed these sales up closely.

Question. Then your first reason and motive for aiding this investigation was because you were not appointed weigher; then, secondly, because you were satisfied that there was a reason for your non-appoin tment, and that reason was, you couldn't be used, and other parties could.

Answer. That was my reason; yes, sir.

Question. That has been your object, and you have followed the thing up to ascertain what was the reason?

Answer. Yes, sir.

Question. Now, you say that you were not employed by anybody to do this. Have you not been almost daily with Mr. Draper, consulting and working for this investigation?

Answer. No, sir; not lately. I was more with him at that time than lately.

Question. Has not Mr. Draper or his son asked you to go here and there, and inquire into this or that irregularity?

Answer. I think not. I recollect, when I brought him the certificate from Sturgis, Bennet & Co. about those weigher's returns, he remarked that he didn't care at all about that; he said he had all those facts.

Question. Did you investigate any other matters at his instance?

Answer. No, sir.

Question. Did you not investigate for Mr. Glassey?

Answer. I do not think I ever did.

Question. Did you not carry these charges on to Washington?

Answer. No, sir.

Question. Did you not go on to Washington in reference to this prize business?

Answer. No, sir; I did not go specially for that purpose.

Question. Do you not remember of meeting Mr. Elliott in the United States court building, and saying to him that unless your appointment as weigher was made out on that day you should go to Washington immediately and make complaint?

Answer. I do not recollect of any such conversation. I recollect of meeting Mr. Elliott in the passage, as I opened the door, on getting this order from Mr. Murray to Mr. Draper to do the weighing and gauging. I think I asked him if he would indorse that order. He said he could not, and he was surprised that Mr. Murray had given me the order. I said I was anxious to have the order fixed, as I was going on to Washington, and wanted it settled before I went.

Question. Did you not tell him, in so many words, that if it was not done on that day, you were going on to Washington and would make complaint there?

Answer. No, sir; I do not think I did.

Question. Now, when you found that the order he had given you to Mr. Draper was ineffectual, did you not go to the marshal again to induce him to go to the prize commissioner, Mr. Elliott, to obtain for you the appointment of weigher?

Answer. I think not. I have no recollection of going to him for that.

Question. Did you not, after you returned from Washington, state to the marshal that you desired him to go and see Mr. Elliott, and tell him that if he would indorse his order of appointment of you as weigher that you would withdraw the charges filed in Washington?

Answer. No, sir; I positively did not.

Question. And would cause all proceedings under those charges to be discontinued?

Answer. No, sir; I positively did not.

Question. Now, I want to call your recollection to the visit which you made to the house of Mr. Thompson, in 20th street, one evening, upon the subject of the reclamation which you desired on a purchase of guns. Do you remember a proposition which you made to Mr. Thompson on that occasion?

Answer. Yes, sir.

Question. I would like to have you state that proposition.

Answer. I proposed to buy goods with him at these prize sales; or, in other

words, if I could have facilities for examining the goods, I would buy and would share some of the profits with him.

Question. You wanted to make arrangements with him with extraordinary facilities for the examination of prize goods?

Answer. Yes, sir.

Question. Then, further, that the terms were to be made easy to you?

Answer. No, sir; nothing of that kind.

Question. Of course, these were facilities which others did not get?

Answer. My impression is that other persons afterwards got the same facilities which I proposed to have. I would further state that Mr. Thompson consented to the arrangement.

Question. Has it ever been carried into effect?

Answer. No, sir.

Mr. Elliott. Do you recollect, after you said that if I did not do certain things you would go to Washington and make complaint—do you not recollect that I said I could save you that trouble; that Judge Betts was my superior, and he was in the building, and you could complain to him?

Answer. I have no recollection of that.

Question. Did you not ask me where I got my appointment?

Answer. I think I asked you that, but I have no recollection of your making that remark that Judge Betts was your superior.

Question. Did you see Mr. Hale in Washington?

Answer. Yes, sir; and others.

Question. Did you furnish the information which has enabled the parties here to draw up this paper about Smith and Holmes?

Answer. I do not know, sir. I never gave any particulars to any one. I have stated these things just as other people have.

Question. To Mr. Grinnell?

Answer. No, sir; not until gentlemen began to meet in this room.

Question. Well, then, to other gentlemen—Draper, Glassey, &c.?

Answer. I may have spoken to them about it.

Question. You have heard this paper read which was sent on to Washington, have you not?

Answer. No, sir; I have not.

Question. Now, have you stated at any time or anywhere that?

Answer. I think I stated that to Mr. Draper in his office.

Question. Now, on Saturday, you stated that Mr. Elliott said to you that he did not desire to get into any litigation with parties, and that was the reason he was not disposed to make a resale on account of these parties, but was going to make the resale on account of government. Now, which of these stories is true?

Answer. I do not see as there is any difference.

Question. In one case you say that Mr. Elliott said that he was not paid enough to make it worth while to give himself any unnecessary trouble about the matter, but on Saturday you state that he did not want to get into litigation with these parties. Do you know anything about the duties of the prize commissioner?

Answer. No, sir; I do not.

Question. Then you do not know as it is necessary for them to look up purchasers who have failed to take and pay for their goods?

Answer. I do not know whose duty it is. My impression is that Mr. Elliott had charge of that particular branch of the business.

Question. When you came there did you not come upon the subject of your appointment as weigher, and had you not been somewhat disappointed, and were you not rather earnest in pressing your appointment as weigher?

Answer. I do not know.

Question. Did you not know that I saw through your purpose—that I knew that you were acting not for the purpose which you appeared to act for, but to force me to appoint you as weigher?

Answer. I do not know about that.

Question. Did I do more than treat you civilly, and try to get you off as easily as possible?

Answer. Yes, sir.

Question. You have not pretended to quote me accurately. Do you not think you have been mistaken in your apprehension of my ideas?

Answer. My impression was that you did not intend to take any trouble in hunting up these matters.

Question. Was not it my intention to get away as easily as I could from you?

Answer. I do not know, sir.

Mr. Upton. You say an examination of a vessel was refused to you?

Answer. Yes, sir.

Question. What vessel was it?

Answer. I could not call to mind the name of the vessel.

Question. What did you wish to examine her for?

Answer. For the purpose of buying her.

Question. You buy everything you can, do you not, from a vessel to printers' ink? Had you any permit to examine her?

Answer. No, sir.

Question. Why did you not say that on Saturday?

Answer. That was another vessel.

Examination of Mr. Jonathan Sturges.

Mr. Sturges. Before being examined I would state that I have been set down in the newspapers as one of the parties who preferred charges here. That is incorrect. I have preferred no charges. My firm have been called upon to make statements in regard to it, but I have not been called upon for that purpose.

Judge Kirkland. Are you a dealer in coffee?

Answer. Yes, sir.

Question. Did you buy a quantity of coffee from Ward & Gore?

Answer. Yes, sir.

Question. What quantity and price?

Answer. Three hundred and fourteen bags, at 26 cents per pound, less 3 per cent. for cash, and less 5 cents a pound lighterage per bag from Brooklyn—all to be deducted from the price I agreed to pay. The bill was dated on the 6th of January, 1863.

Question. Have you the weigher's return?

Answer. Yes, sir. The weigher is M. B. Arnold, 131 Pearl street.—(See Exhibit 22 and weigher's bill, Exhibit 23.)

Question. When did you begin to purchase from Ward & Gore?

Answer. I do not know. My partner could give you that information.

Question. Did you examine the coffee yourself before you purchased?

Answer. I suppose it was bought from samples in the office.

Question. Do you know of any other matter or thing which concerns the fairness of that transaction in any way which you can state?

Answer. I do not, of my own knowledge, know of any fact connected with it.

Question. Is there any other matter or thing concerning this prize property, after its arrival in New York, which you think irregular and can state?

Answer. Nothing that has come under my personal observation.

Question. Or anything you have been informed of by any credible person whose name you can now state?

Answer. I was told by Mr. William Scott, coffee broker, perhaps more than a year ago, of a sale of coffee of a peculiar kind. I think he stated that he himself and Mr. Elliott before the sale had had a sack of the coffee brought over to this side to test it, it being an out-of-the-way coffee, so as to know what to bid for the coffee; that they ascertained the coffee to be good, and Mr. Scott attended that sale with a view of purchasing it; that he there met some parties from up the North river, and they conferred together, and fixed the value, and agreed what they would bid; that they bid up to the full market value of it, but that some out-of-the-way parties, as they expressed it, offered some two or three cents a pound more than they estimated the value at, and they did not understand how such parties could pay such a price for the coffee. Mr. Scott said that this coffee weighed over two hundred pounds per bag, and they said the weight was made so that it averaged only one hundred and ten pounds per bag, and the party buying it paid for one hundred and ten pounds, instead of two hundred pounds. That was stated to me by Mr. Scott.

Question. Did Mr. Scott tell you how it happened, or whether he ascertained how there could be so much difference?

Answer. No, sir, only the inference that if parties could get coffee delivered at one hundred and ten pounds per bag, they had a better chance than parties who were willing to take it at two hundred pounds. If the facts were correct, that must be the inference.

Question. Did you pay for the coffee which you bought according to the weigher's returns to you?

Answer. Yes, sir.

Question. Is there anything more which you think of?

Answer. My attention was called pretty early in these prize proceedings to a cargo of coffee from the Lynchburg, which belonged to a house in Richmond. I understood that that cargo of coffee was given up to the agent of owners on an appraisal of about eight cents a pound. I have heard there were some cargoes given up at that time in that way. This cargo was supposed to be worth very much more than that appraisal.

Question. How much more?

Answer. I do not know. Mr. Scott might give you that information. You are asking me now what I have heard, and I am stating that.

Question. You deal largely in these articles of coffee and tea?

Answer. Yes, sir.

Question. Have you been in the habit of attending these sales in Brooklyn?

Answer. We have attended several times at the coffee sales.

Question. Have you bid at these sales?

Answer. Yes, sir.

Question. How long did you continue to attend with a view of bidding at these sales? Do you recollect when you ceased attending?

Answer. I do not recollect. We have not paid any attention to these sales for a long time past.

Question. Have you had any reason for discontinuance?

Answer. Well, sir, only the impression we derived from what we heard from others. You know how men get impressions sometimes. We got the impression that it was time wasted to attend these sales; that there were parties who had, in some way, facilities for examining these goods, or getting reductions from their bids, which we did not have, and, therefore, it would be a waste of time for us to attend. I suppose that is the general feeling. It may be all wrong, but that is the general impression. As an illustration, after we purchased this coffee, we understood that it was sold by the government auctioneer in the same condition in which we bought it, as damaged coffee, as it is. We then understood that, having been sold as damaged, the parties who bought it

got it at a deduction from their bid of ten cents a pound. We bought it as damaged coffee, as it is.

Question. What amount of damage was allowed to you by Ward & Gore? What reduction did they make to you?

Answer. They did not make any, as you can see by the bill.

Question. Did you know anything about any damage being allowed by them in any way connected with that sale, after they bought it?

Answer. No, sir.

Question. There was no deduction, then, whatever from what you agreed to pay?

Answer. No, sir.

Question. Do you know, in point of fact, whether any considerable amount of that coffee was damaged?

Answer. I do not know. I did not examine it personally.

Mr. Owen. How long have you known me personally, Mr. Sturges?

Answer. Some thirty years or more.

Question. Do you know where my office is?

Answer. Yes, sir.

Question. It has been there a long time, hasn't it?

Answer. Yes, sir.

Question. When you heard of the first irregularity or wrong in regard to these prize proceedings, did you bring it to the knowledge of any person in authority?

Answer. No, sir.

Question. You never called upon me in reference to it, did you?

Answer. No, sir.

Question. Now, the first case you have referred to as irregular, which I suppose is the "Solidadcos"—that is, where the weight was greatly diminished—when did you first hear of that?

Answer. Nearly a year since.

Question. Did you bring that information to the knowledge of any person connected with the prize business?

Answer. No, sir.

Question. The next case, I believe, was the Lynchburg.

Answer. That I heard of lately.

Question. Did you complain of that to any person whose duty it would be to investigate the matter?

Answer. No, sir.

Question. Then the next real wrong you heard of was the case of the Ann, the coffee which Ward & Gore purchased, and which you afterwards purchased from them?

Answer. Yes, sir.

Question. Who did you get that information from?

Answer. That I do not know; from my partner, Mr. Arnold, I think.

Question. Is your acquaintance with me such as to justify you in the belief that if you had called upon me I would have told you freely all about the conduct of the prize business?

Answer. I do not know what you would have told me, but I should think you the last person in the world to allow any fraud or wrong conduct in reference to it in any way. You have been a part of our law counsel for thirty years, and I ought to know you pretty well.

Mr. Benedict. With regard to this tea and coffee bought of Ward & Gore, did you hold it long?

Answer. That I cannot tell, sir.

Question. Do you know what you got for it?

Answer. I think that is stated in the paper before the Solicitor. That is a

statement which I furnished to the marshal. I think it states what every pound sold for. If it does not, then I do not remember, but I can give you that information from the books if important.

Question. You yourself did not have any interview with Ward & Gore about this purchase?

Answer. No, sir; it was bought through a broker.

Question. Do you know whether that coffee was picked over at all?

Answer. I do not know.

Question. Were Ward & Gore connected with that transaction you spoke of which took place a year ago?

Answer. It might have been stated that they were the purchasers, but I have no recollection of it.

Mr. Upton. You say you received impressions from information given you which caused you to discontinue your attendance upon those sales. When did you receive that information?

Answer. Well, sir, we had heard of this case which I spoke of a year ago; that led to the first impression, but it has been a succession of reports of this kind ever since.

Question. When did you last attend a sale and determine that you wouldn't attend any more?

Answer. Oh, we have not determined that we won't attend any more. I said it was a waste of time and not worth while. I do not think we have attended since we bought this coffee of Ward & Gore.

Question. Do you know whether there has been any sale of tea and coffee there since?

Answer. No, sir; we have not felt it an object to keep track of the sales there at all. One thing I commenced saying: I am not certain whether our young man has attended a sale since our purchase there or not. I will not be positive as to that.

Question. Let me call your attention to a large sale of coffee which came in the steamer Patras. Do you not remember that your firm was represented at that sale?

Answer. I do not remember. It might have been, but I do not know it.

Question. Who gave you the information of this reclamation on the coffee which you purchased?

Answer. I got the information from Mr. Arnold, my partner.

Question. Did he tell you what subsequently took place, or that Ward & Gore had consented to an order that that reclamation might be revoked?

Answer. No, sir; he never stated to me anything of that kind. I understand from other parties that the money received for that deduction had been paid back to the government.

Question. By whom was that information given you?

Answer. It was made to me confidentially, in strict confidence, by a person who was in some way connected with the government, and had conferred with Secretary Welles.

Mr. Benedict. We should like to know what that means; it is news to us.

Answer. I understood that that amount of deduction had been returned, or was to be returned—had been, I think—to the government. I was called upon by a gentleman whose public duty it was to take notice of these things. He had some connexion with the Secretary of the Navy in relation to this whole matter, and he called upon me to ask how these sales could best be managed so as to produce the greatest amount to the country and the government.

Question. Was that told to you under an injunction on the one hand, and a promise on the other, of secrecy?

Answer. Yes, sir; I think the party desired that I never should mention it, and I have never mentioned it to any person.

Mr. Benedict. There is no sort of foundation for the statement that the money has been returned, and I would like to know how it came. Was he speaking of his own knowledge?

Answer. Possibly he may have said, "I understand that that money has been returned."

Question. Is it fair to ask whether he is an officer of the government?

Answer. He is not an officer of the government, but he holds a pretty high office in connexion with the government, and I suppose is probably on confidential terms with the Secretary of the Navy. His call on me was for the public good, and not to convict any man or set of men.

Question. Are you sure of that; that his object was the public good and solely to inquire if there were any abuses, and not for the purpose of implicating one set of men or anybody?

Answer. He made no charges, but he said he had understood we had given certain statements on these subjects. I showed him this statement, and then he said he understood the money had been returned to the government, and after that we had a long conversation how best to conduct the sales.

Mr. Benedict. We have had one or two cases before where parties declined most positively to state their sources of information, but they finally felt themselves compelled to do it. It would enable us in this case to trace the foundation of this report.

Mr. Jordan. I think it desirable that the witness should state his authority, and I do not think it will violate any confidence to make the statement. It is very true I have no means of compelling the disclosure, but Mr. Sturges, like other witnesses, has placed himself under obligations to disclose all matters as to which he is interrogated. I do not think any gentleman would be justified in holding Mr. Sturges responsible for stating here what has been told him.

Mr. Sturges. There are a good many things connected with this statement, and a good many reasons for which I decline to make it.

Mr. Benedict. Well, we won't press it. We know we can disprove it, and it is of no particular importance.

Mr. Sturges. I think his object was to excuse the Secretary of the Navy for past transactions, but the avowed object of his call was to find out, if there was anything of this kind going on, how to avoid it hereafter.

Mr. Benedict. Well, we suppose we know who it was now; we won't press the question.

Mr. Glassey. It is very easy to be mistaken.

Question by Mr. Glassey. Have you a statement in regard to this coffee in the handwriting of Mr. Arnold?

Answer. Yes, sir. That is a copy which Mr. Grinnell sent in to me. It is a copy of a statement to the marshal on his requisition, I suppose.

Mr. Benedict. This paper doesn't state, as you thought it did, what you sold that coffee for.

Answer. No, I see it does not, but I can give you that statement.

Question. Do you remember whether coffee has fluctuated much since the 15th of December till the time you sold the coffee?

Answer. My impression is that it was falling, but I will give you that in the same paper.

Examination of Edward H. Owen, prize commissioner.

Mr. Glassey. You are by profession counsellor at law, and have been for many years?

Answer. Yes, sir.

Question. When were you appointed prize commissioner?

Answer. In the early part of May, 1861—about the 4th of May.

Question. Was there any law providing for such an officer?

Answer. No; I do not know any statute law.

Question. From whom did you receive your appointment?

Answer. From Judge Betts, of this United States district. It was offered without any solicitation, direct or indirect, on my part, and I accepted.

Question. Mr. Elliott was appointed at the same time, was he?

Answer. Yes, sir.

Question. Did the order appointing you define your duties particularly?

Answer. The order itself did not, but the commission which was issued to us defined our duties. I don't know, however, but the order did give the substance.

Question. Did that commission, or order, prescribe the manner or amount of your compensation?

Answer. Not at all—not a line upon the subject of compensation nor expenses. We were authorized to employ deputies, or persons to assist us in our work. I was not aware what our compensation would be, or how it was to be paid; and I stated to the judge that I did not know whether it would be worth my while or not, but we were in the beginning of the war, and I was willing to do what was required of me.

Question. How long was it after your appointment before any provision was made for your compensation?

Answer. There has never been any special provision made by law as to the amount, unless the act of July, 1862, provides for it—unless the section relative to the navy applies to us. Our name—the title of prize commissioners—is used there as persons entitled to receive $3,000 per annum. If that applies to us, it is the only thing anywhere in the statutes in reference to our compensation.

Question. Was any action taken by the court on that subject?

Answer. No action was taken by the court in regard to the compensation of the prize commissioners until after the act of July, 1862, when it became necessary for the prize commissioners to make out their costs to be taxed and allowed, in order to have the returns made to the government, and the funds paid into the treasury. At that time—and I do not remember the exact date, but some time last summer, August, perhaps—I prepared what I supposed to be a fair tariff of charges for ourselves. I laid that before Judge Betts. I invited the district attorney and the counsel for captors also to examine it, and I think they did examine it. I appeared before Judge Betts and discussed the subject of the compensation of the prize commissioners and the counsel for captors. All our duties were very substantially alike. I have here the brief which I read at that time. It is not long, and if the Solicitor will permit it, I will read it.—(See Exhibit 24.) Under that brief, before Judge Betts, and after arguments of counsel, the judge took the bill of costs which I had prepared, drawn up in blank, and altered it materially, until he was satisfied with it. He fixed a tariff for all our services. Upon the subject of commissions, he held in his hand the right to allow commissions for prize property in our custody, and to determine the gross amount. A commission never should be had upon any sum exceeding $300,000. That bill of costs, thus prepared, I have had printed, and I believe I have a copy of it here. That printed form has been used in all the prize cases we have had.—(See Exhibit 25.) Even under the rate of $300,000 the judge was to have supervision, and alter the commission if he should choose.

Now, this is the course of doing the prize commissioners' business. Prior to the act of March, 1862, whenever a vessel was brought in as a prize it was the duty of the prize commissioners, under the rules of the prize courts and by virtue of their commission, to proceed to the place where the prize was situated and examine whether bulk had been broken, and if so, inquire why and for what reason it had been broken; then to seal up with the seals of the prize commission all the hatches, in substantially the same manner in which the

custom-house officers seal up vessels under the revenue laws. If a vessel was anchored in safety she was permitted to remain; if not, then they had the power to place her in safe anchorage. That being done, the next step was to receive from the prize-master the documents and papers which had been found on board when she was captured, take an affidavit from him as to the genuineness of the papers, and that they were in the same condition as they were when he found them and retained the same in his possession. The next duty was to examine three or more of the officers and crew of the captured vessel, of whom always the master, or mate, or supercargo, was to be one, if any one of them was brought in, upon the interrogatories ordered by the court, called interrogatories *in preparatorio*. The examination of the witnesses in these cases, I think I may safely say, occupied an average of from three to four hours each, and many of them five hours. There were a very large number of interrogatories, each one embracing a very large number of questions—forty-three in all, I believe. The interrogatories were from page 13 to 19, inclusive, in the printed list. When that examination was completed, notice was given to the district attorney that the testimony had been taken, and, if he had no further witnesses to produce, the answers would be sealed up, and the papers would be returned to the clerk's office, as required by the rule. Witnesses could not be examined after this without a special order of the court, so we held open a while to see if further examination was required. When that was closed, our duties on that branch of the case were entirely performed. We retained the custody of the prize property thus taken possession of, and, according to the decisions, were held responsible for any loss that might occur from the time we entered into possession until the marshal took it into his possession by virtue of a process of law. From that time we had no control over it, nor any responsibility on account of it. Down to the time of March, 1862, we had nothing to do, nor were we ever charged by special commission with the duty of appraising any of the property, nor of looking or examining into the condition of the property, or of making sale thereof. Our duties entirely ceased at that point of time. We were never charged with it, nor were we looked to as being responsible for it down to the passage of that act. During this time there were some cases, I think four or five in all, where the property was perishing, and it became necessary to have it sold at once for the benefit of the parties. The district attorney, in these cases, (I am giving you the practice now, sir,) applied to the court for an interlocutory order to sell. In the first four cases—in all, in short—the district judge made the order directing the prize commissioners to conduct such sales. In all these cases the prize commissioners conducted the sales, and, as they were directed, they paid the money into court. These four cases were, the bark Pioneer, with a cargo of salt; the schooner Agnes; the schooner Edward Barnard, and the schooner Sarah Starr; the vessel and cargo of the Pioneer; the others only the cargoes. We advertised these sales extensively, and I think fully, and I believe we had at all the sales, except one which I will speak of by-and-bye, a very large attendance. I took pains to inquire of the persons present if they were satisfied with the manner in which the sales were conducted, and I never heard a syllable of complaint. We always required 50 per cent. paid down at the time of the sale in the office of the building where the sale was had, and it was always paid without any objection. In the case of the Pioneer, the vessel alone sold for $25,400. The gross proceeds of vessel and cargo were $33,778 01. The order of sale was made on October 16, 1861.

Now, Mr. Solicitor, at the time of these sales the practice was such that we were entitled to take out our pay and all the expenses of the sale, and bring the net proceeds into court. This act had not been passed then, which required payment of the gross proceeds into court.

This sale was made by order of Judge Betts after an appeal had been taken from the circuit court. I did not know of that till after the purchasers had

received the property and paid the money. Then the judge found out that he hadn't any right.

I then made my report to Washington; sent on the bills and accounts of expenses, (the judge put his sanction to it,) and we closed the matter in that way. There was another cause of delay. It was thought that the salt ought not to pay duty. On that subject I prepared a statement, which was laid before the Secretary of the Treasury, and by him, I think, before the present Solicitor of the Treasury, to know whether it was chargeable with duty or not. I thought it was, but the claimants thought not. We received subsequently from the Secretary of the Treasury the answer of the Solicitor that it was chargeable with duty. This salt was stored in Ward & Gore's stores. I do not remember whether it was discharged into that store for the purpose of selling. When we put it there we made an agreement with them that they should only charge the usual rates of storage. When their bills came in they seemed large, and the claimants especially objected to the large amount. These gentlemen then deducted a portion, and brought their amount down to very near the point satisfactory to the claimants. Other parties claimed the exact storage, while I thought some other expenses should be allowed.

Mr. Glassey. How much larger were these storage bills than ought to have been allowed?

Answer. I think it was considerably more than should be allowed in case of the salt. The bills are on file in that case in our report of the amount.

Mr. Jordan. I would like to have a statement of those bills as originally rendered.

Answer. The bill is there, as originally rendered, with the reduction on it. I do not mean to say that their bills were more than ought to have been allowed. I am not sure that they did not deduct out the exact amount till I could lay it before the court. Perhaps it was too low, and we may have done them injustice; but you will find all that on the records of the court.

Now, the schooner Agnes: there has been a great deal said in the papers that the expenses in her case were more than the property itself was worth. This schooner was one of those which professed to have sailed from Nassau, bound for St. John, Nova Scotia, with a cargo of mackerel, herring, and fish, chiefly—professed to be going on an honest voyage to St. John, with fish; but she happened to be caught up on our coast, and was brought in here. In January, 1862, there was an order made by the court that the cargo should be sold, on the ground that it was perishable. She was libelled on September 13, and the sale was made in February next. We sold that cargo. The fish was damaged, and brought but two or three shillings a barrel. The sale was made under an interlocutory order from the court. The purchaser paid the cash for the entire purchase. It sold in gross for $105. We did not sell the vessel, but I believe she sold for $1,000. Now, I want to make this explanation: that this very little cargo cost as much labor to the prize commissioners as if it had been worth $100,000. We had to go through all that form of business, and do all that work, just the same as if she had been worth a thousand times as much. It has never paid us, as you can see. It never began to pay expenses.

Mr. Glassey. Was there any question of storage in that case.

Answer. No, sir; it was sold on the dock. There might have been some dock expenses.

Question. Was the vessel discharged before the sale?

Answer. I do not know. I think you will find a full report of that sale on the court records, because we made a full return.

Mr. Glassey. (After consulting the navy "Circular Letter.")—The storage, I think, was $78 85, or something of that kind. Do you know certainly whether that cargo was ever stored at all?

Answer. I do not know of any storage except the use of the dock.

Mr. Benedict. You had better get the bill itself.

Mr. Owen. If I had have known the condition of that cargo, the expenses for cooperage and such things would not have been incurred. It wasn't worth the barrels it was put in. That was its condition; but at that time I had no power to look after its condition. The next case was the Edward Barnard, with a cargo of turpentine. We sold the cargo. Captured October 1, 1861; libelled November 13, 1861; condemned January 20, 1862; sold December, 1861. The gross proceeds, I think, were $32,000. The cargo sold, I supposed, at a high price, or, at all events, fairly, under a good advertisement. I never had any idea that there could be any question in regard to the sufficiency of the advertisement.

Question. Please state about the expenses in that case.

Answer. I have no memorandum of expenses. These expenses, however, do not include the ordinary commissioners' bill. What we took out was simply the disbursements, auctioneers' fees, and our own. We were allowed 2½ per cent. as our fees. I think this cargo was stored at the Union stores.

Question. How long in store?

Answer. I do not remember. The bills will show. I believe I am not mistaken that these bills which we showed that we had paid were presented to the judge before the order confirming our report of the sale was made. If the storage bill was incorrect there, it was no fault of the prize commissioners. I never heard any objection to the bills and expenses as allowed by the court.

Question. Is not this statement in the "Navy Circular" correct, as to the Edward Barnard?

Answer. The officers' costs do not enter into that account, as stated in the "Navy Circular." At the time that sale was confirmed we were not entitled to be paid anything as expenses till the proceeds were paid into court.

Question. You received on these interlocutory sales 2½ per cent.?

Answer. Always. Judge Nelson allowed it to us in the case of the Pioneer. I wrote him on that very subject. We supposed at that time that these interlocutory sales would be very few, because as soon as the vessel was sold, it would be condemned under final decree.

Mr. Smidt. In these interlocutory sales were not the expenses taken out of the proceeds before they were paid into court?

Answer. Yes, sir, they were held back. If our bills were reduced in any manner, we had a little more to pay in. The next case that occurred was that of the Sarah Starr. When that case was brought before the court there was a strenuous effort made on the part of the district attorney to have Mr. Thompson appointed special commissioner to make the sale. He was aided by Mr. Evarts as counsel. I speak now of what I was informed. They stated that it was not proper that the marshal should sell, because the act required the money to be paid in within thirty days, and they wished the deputy marshal, Mr. Thompson, should be made a special commissioner to make the sale. I don't know, but I inquired of the district attorney why they were making that movement. I understood him to say he was forced to make that application by the united requests of Messrs. Grinnel, Draper, and several other persons of high political standing; not because of any complaint against the prize commissioners, but because they thought the sale belonged to the marshal's office. The case was argued at length, and the judge gave a very long and argumentative decree showing the propriety of having the prize commissioners make the sale, and he gave the sale again, in that case, to the prize commissioners. The property in that case was in the Phœnix stores, and the sale was made there. Captain Marshal appraised the vessel, and I think also the cargo. That cargo was sold in February, 1862. We advertised, I think, six days—a general advertisement; and circulars were issued. The cargo consisted of 1,352 barrels of spirits of

turpentine, 131 barrels of crude turpentine, and 421 barrels of beeswax. That was the cargo which was receipted for by the storekeeper when it was put into his store. When we came to sell the turpentine we found there were only 1,191 barrels. We made inquiry into the cause of the deficiency, and we ascertained that the marshal, under an order of the court, had been permitted to turn the turpentine from the old barrels into new barrels, and, in doing so, it is alleged that they found that amount of deficiency in the contents of the barrels, so that only 1,191 remained. When we came to make up our report of the sale, and when the storekeeper brought in his bill for storage, I required him to make an affidavit showing the circumstances, and how it came about that he had received 1,352 barrels, and only had 1,191 left; and also going considerably further, which I thought would determine whether it was possible that any of that cargo had got astray. He took the affidavit, and said it was a mistake, and he couldn't make that affidavit. He had found that 11 barrels had not been sold, and the deficiency was not entirely by wastage, as spoken of. These 11 barrels we allowed the purchaser of the last lot to take, which it was his right to do, because he purchased the balance of the lot; and he did take them. All these details will appear in our report of that case. From that time there were no more interlocutory orders for sales until the passage of the act of 1862, which act gave the sales to the marshal specifically. These were all the sales which the prize commissioners ever made, or had any charge of making, before that act.

Now, we come to the subject of bonding and of appraisals. There are two kinds of appraisals, and have been since the beginning. One appraisal is to enable the claimants to give bonds for the property, and take it as their own. The other is an appraisal ordered before all sales, whether interlocutory or on final decree of condemnation. I suppose they can have no influence whatever upon the price which the property may bring at the sales. Wherever the property is sold, the appraisal probably is not known to the purchaser. I suppose the object of the last appraisal, prior to the sale, to be two-fold: first, to enable the prize commissioners, or the officers representing the government, and the naval captors, to see if the property is selling at a fair price; and if not, to stop the sale; and, secondly, in order that in case there should be any reclamation made by any foreign government, there would be some evidence of the value of the property beyond the mere auction sale. There is still another reason. The marshal is required by some law, on sales of property on behalf of the government, to bid in the property in case it doesn't bring in a certain per cent. of the appraised value.

Now, the appraisals for bonding are exceedingly important, because the claimant obtains the property in such case upon the bond. If the property in such a case should be appraised at any considerable amount below its value, it would be so much loss to the government and naval captors. For example, the Sarah Starr, as I understand, Captain Marshall appraised at a valuation of $2,000. That was for the purpose of bonding. I understand she was sold the next day for $5,000 or thereabouts. In such a case there would be a decided loss to the government and captors. In the case of the coffee by the Lynchburg, and indeed in all those cases prior to the act of 1862, the appraiser was appointed by the court, and was never in any manner connected with the prize commissioners. After that appraisal of the coffee of the Lynchburg had been made, and while in the act of delivering up the property, Mr. Elliott discovered a great error in valuing that property, and saw that they were about to receive that property on giving a bond greatly below its value. He immediately called my attention to the matter, and I stated that we should have an interview with the marshal and district attorney immediately, and stop the delivery. We did so, and the district attorney, and, I believe, also the marshal, acted upon the subject immediately, and there arose out of it a great deal of litigation, which I

cannot detail, because I do not know about it. At all events the error was in a measure corrected.

Mr. Upton. It is still pending on appeal before Judge Nelson. Mr. Owen is wrong in one particular: the cargo was delivered before the error was discovered.

Mr. Owen. I never knew that the district attorney or marshal was in fault about it. They did the best they could to correct it.

My observation in regard to the course of practice in cases of bonding led me to this conclusion, that the counsel for naval captors uniformly opposed bonding. He thought it was contrary to the prize law to have any bonding about it. I think there was a good deal of litigation on the subject whether bonds should be given at all. In this Hiawatha case, the difficulties arose out of an order in regard to bonding. The court took the ordinary admiralty rule in appointing appraisers. The appraiser simply made the appraisal and returned it. I do not know whether he was even under oath or not.

The act of March, 1862, I regard as declaratory of the duties of the prize commissioner, as they existed under the rules of the court, with the additional duty of, from time to time, examining into the condition of cargoes of vessels, and reporting to the court whether it would be or not proper to make sales. Very shortly after that act was passed, Mr. Elliott and I made a visit to Brooklyn, and looked to the condition of the vessels and cargoes there; and it was then that we discovered what we regarded as an irregularity in the mode of discharging the cargo of the Hiawatha, which we immediately brought to the attention of the court.

We held the property in custody only till the marshal took it into his charge; the records of the court will show certainly the periods of time we had the property in charge. When we discovered in the case of the Hiawatha that they were discharging the cargo, I called upon Judge Nelson. The case was in his court on appeal. He had just arrived in town, and I could not find him. I called the next day, and did not find him. Then, again, the next week, and found him. I stated to him what I regarded ought to be the course of proceeding. The error was this, that they were discharging that vessel into Wheeler's stores without any person there present to take an accurate account of what came out of it. That was before the declaration of the blockade.

It was important to have that cargo separated according to the bills of lading, and therefore I thought it especially important that some person should be there to take account of the cargo and compare it with the bills of lading to see if it was all there. I stated to the judge that I did not know what our duties were. Mr. Elliott and I differed a little. The question was whether we had any control whatever after the marshal had once taken possession, and what duties we had, if any. I prepared a petition to Judge Betts, asking him for instructions as to our powers and duties. Afterwards, Mr. Edwards, the counsel for claimants, applied for leave to bond. Upon all these papers Judge Nelson gave a written opinion, and made an order that the property should be sold, denying the motion to bond.

Mr. Upton. But for the fact of letting one of the claimants take some property—tobacco, I believe—from that cargo, the proceedings going on there would not have been discovered.

Mr. Owen. I do not know anything about that.

Mr. Upton. My impression was, that in consequence of that discovery the order of sale was made.

Mr. Owen. I supposed that the order of sale had already been made. Now, the opinion of Judge Nelson, in which he went far enough to state the rights, powers, and duties of the various parties connected officially with this prize business, I have here. It is a printed list of the standing interrogatories.—(See Exhibit 26.)

That order of the court of which I have spoken directed the property of the Hiawatha to be appraised under the direction of the prize commissioners. It was appraised by Mr. Cornelius Agnew, under my direction. He appraised it for the purpose of bonding. We went through the whole cargo, and selected and arranged it according to the bills of lading. It consisted mainly of tobacco. By the aid of this man we made a complete inventory of the property. When we got through that work we discovered that there was a great deficiency on comparing the property with the bills of lading. I called on the marshal, and told him there was a deficiency in almost every bill of lading; stating that it was a matter which concerned him, and he must inquire into it. He did inquire into it, and finally concluded that the best way was to have an order of the court to investigate the subject. He united with me in an application to Judge Nelson for an order to examine everybody who could be supposed to know anything about it, to ascertain what had become of the missing portions of that cargo. Judge Nelson appointed as referee, or commissioner to take testimony, Mr. Charles N. Wells. Before that examination commenced, Mr. Murray discovered a considerable quantity of the missing tobacco. That, too, was appraised, and is shown on our appraisal. Then we went on with the investigation before the commissioner, and examined everybody. I examined the marshal and all his officers, the district attorney and all his officers, the clerks of the court, and all the parties who could be connected in any possible way with the subject. I also examined a man named Potts, the supercargo of the vessel, and there we discovered that this man Potts had got possession of this property, or a large number of packages of it, under a promise to put it into bond; which he did not do, but sent it off to Liverpool. I refer to the depositions made in that case. These depositions were returned to Judge Nelson, and he made an order that the marshal should pay the value of that missing cargo, or show cause why he should not, and referred the matter back to ascertain the value of the missing portion of the cargo. That part of the investigation I conducted also. I took all the testimony I could, got at the amount as well as I could, and reported the value of it as of three different dates—first, October, 1861, when there was a general order allowing all the property to be bonded; then, again, on the day of the appraisal for the purposes of sale; and then, again, when the sale took place. There was an extraordinary rise in the market value of tobacco by the time the sale took place. I returned the whole matter to the court, and there my duty ceased. I do not know what has been done since. I do not know of any case, myself, where I have heard of anything wrong that I have not brought it to the notice of the proper authorities. In regard to the Solidadcos, I never heard a syllable of wrong in that case until early in the summer of 1862. That occurred long before we had anything to do with the matter. I alluded to it in one of my notes to Mr. Murray, stating that there must hereafter be particular care about that business, and it must not occur again. I understand as to the Solidadcos, that the transaction was just as has been testified here about the coffee.

Mr. Jordan. Did you look into that matter at all to satisfy yourself that such an error could be committed?

Mr. Owen. No, sir. It came to me as a rumor at first. I thought if it was true, it was done intentionally. I could not see how on earth a quantity of coffee could be sold for 100 pounds when it was 200.

Question. Who was chargeable or responsible for that transaction?

Answer. I have not been able to find that the marshal was at all implicated in any way. It must have been somebody connected with the sale; but whoever it was, while the marshal, as the superior officer, must be held responsible, still I do not know anything about his complicity with it. His deputy, Mr. Thompson, generally conducted the sales, and I think he conducted this sale of the "Solidadcos."

Question. If there were weighers it would be very clear that they must have falsely returned the weight?

Answer. Yes, sir.

Question. Would the goods be exhibited at the time of sale?

Answer. They ought to be. I had given verbal directions that the sales of prize property should always be conducted in view of the property. It would seem to me that any good auctioneer would have detected the transaction, but I suppose he would say, I only sold by the pound. I wrote to the marshal that I hoped never to hear of such a case again.

Question. Who made the sale in this case?

Answer. I do not know, sir. Everything had passed. It was past and gone. It wasn't in a shape upon which we could rest anything. The mischief was done. I only want to have the Solicitor understand that I did not know anything of it till I heard the rumor myself and called the attention of the marshal. I supposed it was at a point undoubtedly where there was no recovery, no help, no correction.

Mr. Upton. Was any other party implicated than the weigher and the purchaser?

Answer. No, sir.

Mr. Smidt. It appears that Underhill bought the coffee, and Deputy Marshal Thompson said his bid was good. It was settled forever there. Did you ever ascertain who this Mr. Underhill was?

Answer. No, sir. It was a "they-say" story. I do not think it was a tangible case. It reached me as a rumor.

TUESDAY, *May* 12, 1863.

Examination of Mr. Owen continued.

Mr. Jordan. I have been informed, just at this moment, that the reporter for the *Express* has been making himself very busy in collecting rumors and partial facts concerning this investigation, and that he declares his purpose to be to publish a statement in the *Express*. It has been suggested that I should address a note to the editors of that paper asking them to decline this publication. I propose to do so, and I wish to ask whether I am authorized by the gentlemen here to say that it is the general desire that this publication should not be made?

Judge Kirkland. I think such a publication could not do any good, and I agree to the suggestion.

Mr. Smidt and Mr. Owen said the reporter could not possibly get at the facts. It was only rumor that they could publish, and they agreed to the Solicitor's suggestion.

Mr. Grinnell. I should be very sorry to see any publication of that kind, because there can be no publication containing a true account of what is going on here. I should be very sorry to see any such statement, and think it would be very unjust.

Mr. Owen. If the counsel will permit me I will proceed a little further with my general statement before being interrogated specifically. I believe I stated yesterday that the prize commissioners were not charged with the duty of appraising property or attending upon the discharge of vessels, generally, to say the least, until after the act of March, 1862, and even not until after the decision of Judge Nelson in the case of the Hiawatha, which was in May, 1862. When we commenced discharging that duty of appraising that property we acted always under an order of the court, which directed substantially that the appraisal should be under our supervision; but knowing that I had no knowledge of the value of such property, we employed persons having an acquaintance with the different kinds of goods, and they went there, got their informa-

tion, made their estimates, and returned the result to us; and thereupon an affidavit was drawn for them to make, verifying their appraisal, and upon that affidavit we reported in a formal and written report to the court, which report went on file. That was the general course in regard to appraisals. At the same time that the appraisals were made, of course an inventory was made, which was also annexed, showing weights and quantities, and was returned and filed and verified by the same affidavit; and I have never heard of any error in any of these appraisals. There may have been errors in judgment of value. I should think there were not, because the sales never exactly conformed to the appraisal; but I believe they were fairly done always. In discharging the cargoes we adopted the plan of employing a person to attend and take account of everything that came out of the vessel, and of all marks and numbers, as far as they could be obtained; and from that general account of theirs we compared these marks and numbers with those on the bills of lading or manifests, or whatever papers were found on board, and if there were discrepancies, I think our reports always showed where the discrepancy was. Furthermore, we required an affidavit from this man who took the account that he had been present, and had taken account of everything taken out of the vessel, and after the discharge had been gone through with, we required him to go through the vessel to see if there was anything left, and I believe the discharge was fairly done in all cases. Generally, I think, the marshal had a person also to take an account of the property as it came out. Ward & Gore had a person, also, to take account, and all these accounts were compared. I have never heard of any wrong committed in discharging these vessels.

The merchants of this city, I think, lose sight of one thing in regard to these prize vessels. They do not reflect that the cargoes of many of these vessels were fraudulent, made so on purpose, intended to run blockades. They did not contain accurate bills of lading—did not contain invoices. However, so far as we could, we followed the bills of lading, but it was not possible to follow them as we would vessels coming in from an honest voyage. In the early part of the blockade the vessels were more fairly loaded, as they expected to get through the blockade. I do not think there were any errors which might be called fraudulent in any respect in the first few prize cases. We took all care to have everything correct.

One word more about the Hiawatha. She did not need to be a subject of investigation here, because the whole subject has been undergoing investigation in court, and is in court now. I moved that investigation forward myself, conducted it myself, and all the papers are on file. There is nothing secret about it.

Mr. Smidt. You stated, yesterday, that the marshal had discovered some of this tobacco after some of the developments came out, but before the investigation began?

Mr. Owen. The papers on file will show that. I cannot give the exact language. Among other things, they will show a letter received by me from the marshal, in which he stated that he had found a portion of the property, and I held back the investigation a little time for him to state what he could on the subject.

Question. Did he state how he found it?

Answer. I think not. I understood it was found somewhere in the building. It was quite a large quantity.

I attended the sale of the Hiawatha, and knew the amount of proceeds, and I think it was the first sale which we were required or expected to look after at all. I believe it was the very first sale which occurred after the law gave us the power and after the construction of our duties had been given by Judge Nelson. Four weeks or more elapsed after that sale, and I found that the proceeds had not been paid into court. I addressed a letter to the district attorney

on that subject on the 21st of July.—(See Exhibit 27.) The complaint that I made was that such large sums of money remaining in the auctioneer's hands were not quite safe.

Mr. Upton. It seems, then, that Mr. Draper had that money in his hands as much as six months. Mr. Owen says in that letter that four weeks have elapsed, and the money is not yet paid in. That was July 21, and the money was not actually paid over till ——.

Mr. Glassey. Did you know in whose hands that money was?

Answer. My information was that it was in the hands of Mr Draper.

Question. What is the present condition of the order made by Judge Nelson upon Marshal Murray to show cause why he should not account for the deficiency of the cargo of the Hiawatha?

Answer. I do not know, except, I believe, the motion has not yet been made. My duties ceased upon the filing of the report of the value of the property. That order was made returnable in September, but was extended by Judge Nelson.

Question. Have any other proceedings than that order been taken to recover back the missing portion of that cargo, or get its value?

Answer. I do not know that any other proceedings have been taken.

Question. Do you know anything in relation to the reduction on a purchase made by Ward & Gore from the cargo of the Ann?

Answer. The first knowledge I had of the sale of the cargo of the Ann, and of the claim made by Ward & Gore, was when they came before me after obtaining an order made by Judge Betts, and requested me to act under the order, and investigate the case as provided by the order. I was not present at the sale of that cargo, and had no knowledge of the facts which occurred at the sale. This order was brought before me about December 16, 1862. That is the date of the order, and I presume it was produced the same day.

Mr. Smidt. You had a reference upon petition; who appeared before you on that reference?

Answer. Ward & Gore appeared before me, and their witnesses appeared before me, either personally or by affidavit.

Question. Who appeared as counsel?

Answer. No person appeared as counsel on either side.

Question. Was any notice given?

Answer. No, sir.

Question. Was it not usual to give notice?

Answer. It had not been.

Question. Is it now usual?

Answer. I do not know. I had investigated the Hiawatha case without any notice, except that when I came to value the property I notified the district attorney or some one of his deputies. After that I supposed I had power to make these investigations without calling parties before me.

Question. Will you be good enough to look at Exhibit D? Did you ever see that document?

Answer. I never heard about the cargo of the Stettin.

Question. Did you ever assent to that disposition of the cargo?

Answer. Not as I recollect of; I did not individually.

Question. Did you in any case assent to giving up goods at a less price than was bid upon them to any other person than the bidder at the sale?

Answer. I never did, and never heard of such a case till since this examination commenced.

Question. Were you even consulted about it?

Answer. I think not.

I should add here some explanation, that from the time of the decision of Judge Nelson I attended more to taking of testimony and drawing up reports than to the

sales. I only attended that one sale of the Hiawatha. I think I never heard of that matter of the Hiawatha till the papers were put in—Exhibits A, D, B, and H. I have no recollection of hearing of it till then. The witnesses here, and people generally, use the word "prize commissioners" in the aggregate, when in many cases I was not present, or had nothing to do with the subject spoken of. Our duties were different. We had separate commissions. We did some things jointly, but not all.

Question. Were any costs taxed in any of these prize cases prior to September, 1862?

Answer. I think there were no costs taxed prior to that time. It is possible that in the case of the Stephen Hart the amount due to us was adjusted during the month of August, but I think no bills of cost of the prize commissioners were taxed prior to September.

Question. Were there any costs of the consul for captors taxed prior to that time?

Answer. Not that I am aware of. The difficulty arose by that act of March, 1862, which provided that the gross proceeds were to be sent to the department at Washington.

Mr. Smith, district attorney. That was the act of July.

Mr. Owen. No; there was a resolution of July, but the act was that of March 25. By the fourth section of that act it is provided that——

Mr. Smith. N——

Mr. Owen. You are quite right, Mr. Smith. Then came that act of July, the 12th section of which directed that the gross proceeds, instead of being paid into court, should be paid into the treasury of the United States. Then at the close of that session, on the same date of the act which authorized, as I now recollect, the payment by the marshal, a resolution was passed allowing the payment of certain expenses before paying over the proceeds.

Mr. Smith. The first act required only the net proceeds. Then this act of July requiring the payment of the gross proceeds, and then came the joint resolution requiring only the net proceeds.

Mr. Owen. Well, after that joint resolution the question arose among the prize commissioners whether that included the costs of the prize commissioners and of the district attorney, as well as the marshal's costs, which he was to deduct. We claimed that it did, and thereupon proceeded to have our costs taxed. I prepared a bill of costs, laid it before Judge Betts, got an adjudication, and established a sort of tariff of charges.

Question. How were these taxations had?

Answer. I can only speak in regard to the prize commissioners. After fixing this tariff we filled up these blanks according to the fact, and I wish to say that in every case the work was done as represented. We made up that bill, and it was certified by the district attorney. Then we presented it to Judge Betts for taxation, accompanied by an affidavit that the services had been rendered. Now, as to the taxation of the counsel for captor's bill, I had no notice of that I did not suppose I had anything to do with that.

Question. Now, I will call your attention to the bill of the prize commissioners in the case of the schooner Troy. How was that bill made up by the prize commissioners?

Answer. I cannot answer that of my own knowledge, but I will give you what I understand to be the facts.

Mr. Upton. There will be time enough consumed in this investigation if it is confined to those cases in which the government or captors have an interest. Now, here is a case in which neither the government nor captors have any interest, not a particle. The cargo of the Troy was sent in here for adjudication. Adudication was had, a condemnation took place, and at that point, when the writ of *renditioni* was about to issue, the Secretary of State, and every one of the

captors, officers and crew—every one of them—directed a release of their entire interest of the government and captors in that property. Now, I should like to know what interest we have in pursuing that investigation here. I have only to say it is idle to go into it, because no result can come from it.

Mr. Smith. I hope, in reference to that vessel, as well as to the others, the investigation may go on. I hope the investigation may be made in respect to third parties in that case, as well as in respect to the government and captors.

Mr. Owen. The prize commissioners are perfectly willing to have it investigated.

Mr. Jordan. I do not think it is desirable to occupy any time in arguing the matter. If this was a prize case I should think it best to consider it.

Mr. Upton. My sole objection was to save time.

Mr. Jordan. I, too, want to save time, but when I come to make up my report I want to be fully prepared to tell the whole story.

Mr. Smith here requested that Mr. Owen should give way for a few moments in order to examine Mr. A. F. Smith, who was about to be called away by other engagements.

Examination of Augustus F. Smith.

Mr. Glassey. You are a lawyer, I believe.

Answer. Yes, sir; I am one of the firm of Martin & Smith.

Question. Was your firm retained by Nevins & Co., of Boston, in a case of reclamation on a purchase of cotton?

Answer. Yes, sir.

Question. Was that reduction obtained?

Answer. Yes, sir.

Question. Were they clients of yours prior to that?

Answer, Yes, sir; and had been for many years. I think they were clients of our concern before I was with them, and I have been a member of the firm since December, 1846.

Question. What amount of consideration did Nevins & Co. pay for obtaining that reduction?

Answer. Seven hundred and thirteen dollars and twenty-six cents.

Question. Was that all the money that went into your hands on account of that reduction?

Answer. No, not all, because I had the whole of it.

Question. That was all that you retained?

Answer. We paid over to Nevins & Co. $3,229 86 by a check which I have in my hand. We received $3,943 12 on September 6, 1862, and paid over, the amount I have mentioned, on the same day by this check.

Question. Did any portions of that money go to the officer of the government, or to the counsel for captors?

Answer. I paid, of my own motion, the fees of the referees. The referees were the prize commissioners, or one of them, and I paid what I thought right. Mr. Elliott was the prize commissioner. I paid him by my check, which I hold in my hand. Mr. Elliott made no charge, but as referee I sent to him what I thought he ought to have. That sum was $100. When we paid Nevins & Co. their balance we rendered our account, and the last charge on that account is, "to fee paid prize commissioner, $100." There never was any concealment about it.

Mr. Glassey. That is the whole transaction, is it?

Answer. That is the whole; not a soul got a sixpence of what we were paid as our fee.—(See Exhibit 28.)

Judge Kirkland. In justice to Mr. Heath, who was here the other day, we ought to say that he stated that when he settled with you, you told him your

fees were in the neighborhood of $1,000, of which $500 belonged to you, and as for the rest he must not inquire about it. Now, Mr. Heath said you mentioned that to him in strict confidence, and he was exceedingly unwilling to state it here. If you have any explanation to give of that, we should be glad to hear it.

Answer. I, of course, felt a good deal of interest in this matter, and took a good deal of trouble to procure the testimony in the case. Heath says he has a very bad memory, and he certainly has. The truth is, there never was a sixpence retained by anybody except ourselves. I remember that I complained to him that we had a good deal of trouble—I do not remember precisely what I did say—and had to charge a hundred dollars fee for referee, making in all six hundred dollars. That was what I told him I should pay to Mr. Elliott, one hundred dollars. In the first place, our fee was five hundred dollars, afterwards we charged them six hundred. Nevins & Co. were not my special clients; they were the particular clients of Mr. Martin. He was out of town; and I fixed our fee at six hundred dollars. I can only say, for myself, I would not have given a sixpence to the prize commissioner, marshal, nor anybody whoever, if my clients had lost the money.

Mr. Jordan. I understand, from what you say, that this one hundred dollars was paid for a service properly rendered, and for a proper charge.

Answer. Yes, sir; not a word passed between Mr. Elliott and me on the subject. I passed to him the check, and I have never spoken to him since about it. I put it on the bill I rendered to Nevins & Co., as you see.

Judge Kirkland. You had considerable trouble in getting the money, I understood you to say; how did that arise?

Answer. You misunderstood me a little; the trouble was after the order of Judge Betts was obtained, I mean the first order to go into the investigation. The trouble was not after we got the final order. The trouble was in the difficulty and delay in getting the testimony.

Judge Kirkland. We understood it differently; we understood it was difficulty in getting the money after the decree of restitution was rendered.

Mr. Benedict. That is what Mr. Heath said.

Mr. Smith. That is another evidence of his short memory. There was trouble in getting the evidence; that was the trouble. My recollection is, there was not much delay after that final order.

Mr. Upton. Did you ever see this paper signed by Mr. Grinnell?

Answer. No, sir.

Question. Will you have the goodness to read the latter part, to wit: "Martin & Smith, attorneys, &c., were retained to apply for this return; they obtained it, and, on settlement with their clients, demanded $1,000, saying that $500 were for their own services, and no inquiry must be made as to what the other $500 was for. Witnesses: Martin & Smith, William Heath?"

Answer. Well, sir, it isn't true; all that is untrue.

Mr. Upton. I wish to negative that *in toto*. This witness of Mr. Grinnell's has stated under oath that you said to him that there was a great deal of trickery up there in connexion with this proceeding; did you state that?

Answer. I have no recollection of it. I have no doubt I grumbled some at the delay.

Mr. Elliott. There was no difficulty on the part of the prize commissioners, was there?

Answer. No, not particularly. I know we didn't get along so fast as we wanted to; that's all.

Judge Kirkland (to Mr. Upton.) You had it well; what did you want to make it better for?

Mr. Upton. I did not consider it well till I got this precise averment from the witness.

Examination of Mr. Owen, resumed.

Mr. Smidt. Will you be kind enough to look at that paper and tell us what you know about it?—(See Exhibit 29.)

Answer. I do not know what it is, except on the face of it.

Question. Well, it is a prize commissioners' bill of costs, is it not?

Answer. I do not know.

Question. In whose handwriting is it?

Answer. I do not know.

Question. It came from the clerk of the court. Is that bill made up according to the regulations you established for charging costs?

Answer. It is not.

Question. Does it conform in any respect to the bill which was draughted for that purpose?

Answer. It does not.

Question. Will you be kind enough to state the amount of the commissioners' bill there?

Mr. Jordan. This bill is in reference to the Troy, is it?

Mr. Smidt. Yes, sir; it happened to be a ship of a person known to be loyal, and was delivered over to him again.

Mr. Owen. The amount of this bill which I hold in my hand is $150.

Question. Dated December 10, 1862, is it not?

Answer. Yes, sir.

Question. Do you know that at this date there were in the hands of the United States district attorney any papers directing him to deliver up this cargo without costs to the claimant, named John D. Kirkpatrick?

Answer. I do not think I knew anything about that case at all, until I heard about it through Mr. Smidt, who is now interrogating me, and his client, after all the transactions complained of had occurred. Upon inquiry I ascertained that we were notified to make up the prize commissioners' costs in order that they might be taxed; and a regular bill of costs was made up, sworn to, presented to Judge Betts, and taxed. I believe that bill was paid in whole or in part. That was the bill I knew about. This that you have handed me I do not know anything about, and do not know what it means.

Question. You said it had been referred to you, and that the decree was placed in your hands?

Answer. My books may show that; I think it likely they do.

Question. Do you recollect when you got the decree of condemnation in this case of the Troy?

Answer. I do not, but my book will show when they served it on us.

Question. You have no doubt it was November 19, have you?

Answer. I do not know. I can give you the date if it is important. I presume it was that date, if you say it was so. The only evidence I should have of the date of the condemnation would be the date of the order handed me at my office; that would be the only record of the date I would have.

Question. Did you state whether you received the money on this bill of costs?

Answer. I stated I supposed we received it, but I did not know whether the whole or in part. I stated to your client, Mr. Penniman, when the subject was first brought to my attention, that the costs had been regularly made up and taxed, and if there was any objection to them we would have them retaxed, and if there were any errors in them we would have them corrected. I supposed the whole matter was closed.

Question. Did you know of any motion for retaxation of these costs?

Answer. No motion of mine nor of the prize commissioners.

Question. Were your costs taxed on the 12th of December?

Answer. I cannot answer that question.

Question. Were your costs ever taxed in that case?

Answer. I have no doubt they were; I was not present at the taxation, but I have always understood that the regular bill of costs sworn to by myself and Mr. Elliott was taxed. If it was not, it is a fact which I did not know anything about.

Question. Do you know whether there was a regular bill made out?

Answer. I think there was. The gentleman in my office who had charge of such matters has stated that it was done.

Question. Was it filed?

Answer. I do not know whether it was filed or not. You will find out the facts of that case when you get Mr. Gray as a witness.

Question. Did Mr. Gray appear as proctor for Ward & Gore?

Answer. Not before me in any manner. The employment of him was after it was handed to Ward. Gray was a notary public, and, as usual, I used him to administer the oaths of the affidavit.

Question. Do you know the mode in which the marshal makes his appraisals?

Answer. The marshal has never made any appraisals that I know of. The rules and practice of the court never required him to do so. If he did, it was not a judicial appraisement in any sense; it was merely to inform himself.

Judge Kirkland. It is stated in the "circular letter" of the Secretary of the Navy, of March 11, 1863, that the expenses of this prize business in the city of New York was about 250 per cent. more than the same business was done for in Boston, and about 100 per cent. more than at Key West. Now, from your experience as a prize commissioner, I would like to know whether you can give to the Solicitor any explanation why the expenses of the prize business in this city should so greatly exceed the expenses in Boston and Key West?

Answer. In the first place, I do not believe there is anything like this difference. I am satisfied that there is a great mistake in that matter, and that the difference between the expenses of these places is greatly exaggerated.

Judge Kirkland. I, of course, take that as an official document, signed by this respectable official gentleman, and it ought to be correct in its statements.

Answer. It carries inaccuracy on its face. In order to get the average statement, they appear to have taken as the gross amount of sales in New York $519,121 33, and in Philadelphia $357,212 44. You will see they have not begun to get the proportionate value of this property taken here. This statement excludes every case in which there was an appeal. The Hiawatha case alone amounts to $250,000, and that was excluded. I could name many cases, the most valuable vessels and cargoes, which have been appealed, and which are excluded. But this list includes all the smaller cases where the property was not valuable, and where the expenses of adjudication and sale were much greater in proportion. I think and believe that a correct statement of the costs and expenses attending the prize business in this port, taking into account the magnitude of the property here, and the excessive litigation which has occurred here, over those of other places, the average expense will be found to be as low as in any of the other places. I think the average given in the "circular letter" is an unfair average. It is not just towards the city of New York at all. I believe, as a fact, that at Key West there is no appeal whatever. The judgment of the district court was the final judgment. By law there was no circuit court, and, practically, there was no appeal; therefore, the expenses of litigation have not been great at Key West. Now, when you come to this city, all the early cases brought in like the Hiawatha, the Crenshaw, the Sarah Starr, a great number of them, very large and valuable cargoes have been litigated through all the courts here, and carried to the Supreme Court at

Washington. The district attorney, I think, could give lists of them, and I think he should do so in order to show this.

Now, as to the expenses generally, I believe there is not a merchant in this city who will not say that storage and all such expenses are greater here than in those other places—that the regular and usual charges are greater. But, on the other hand, I think the proportion of all these proceeds is greater than in those other places, because of the advantage of the market here. I think that the greater expense attending the disposition of prize property here is countervailed by the higher price the goods obtained in this market. I think so, decidedly. You will see here by this statement, in getting at the average, they have given to New York only 47 cases, while I suppose the cases disposed of here amount to over 100 since I have been commissioner. In Boston they had 8 cases. I do not think they ever had more than that, and only one case went up by appeal to the circuit court. In Philadelphia they have 29 cases set down here. As near as I can keep the run, I should think those 29 cases included nearly every case that ever went in there.

We have had great embarrassments about this matter in other respects. There were bills for towage and bills for pilotage coming in which we had not the means nor the authority to pay. I do not blame any pilot for not being willing to pilot these vessels in. There was no provision for paying them. All that class of expenses, I understand, and I believe the information may be relied upon, were paid out of money in the marshals' hands belonging to the government, in Philadelphia and Boston. That enabled them to deal with parties on the cash system. Here, I always had to state to the men that they must wait till the final determination of each prize case before they could get their pay. I had no money to advance to pay their expenses. In short, that is no fair show, that "circular letter," and I don't know how it came out. I am satisfied that the general average they make out here is certainly inaccurate.

Judge Kirkland. I would like to have you state now, sir, if, after the reflection you have given to this subject and your knowledge of it, it is your opinion that there are any charges authorized by law which are unreasonable in their amount in any of these departments—such as the district attorney's office, prize commissioners', counsel for captors', auctioneers', warehouse men's, and others? All these charges, I suppose, are sanctioned by some law. Are these charges larger than they ought to be, or are they unreasonable?

Answer. In regard to the costs of the prize commissioners, I can only say what I said yesterday, that I openly and earnestly urged upon Judge Betts my views in regard to an allowance of costs for them, when he had the subject before him, in order to fix a fee-bill. I believe myself that his bill, as he prepared and corrected it, and allowed us to adopt it as a precedent, was too low, and that deficiency can only be made up in the last item—the charge of commission for custody. I think his allowance of $3 for a deposition is too low, and 20 cents a folio for copying; it has taken me three hours to examine a witness. Three dollars! I wouldn't do it for fifty. An oath, ten cents; marking exhibits, ten cents—all that class of charges, I think, was too low. He allowed us for attending and sealing up a vessel, and receiving the papers, generally $25. It would generally take us at least half a day. We had to go down to Staten island. I think $25 was too low. For attending the sales he allowed $5. Now, no man can attend these sales for $5, unless he is going to have an aggregate. I know the aggregate is a good deal. He allowed $5 a day for appraising, and then $2 50 for drawing a deposition in regard to that appraisal. These depositions were usually between three and four folios. The rate of compensation for all these services was low, lower than lawyers of good standing in this city will charge for like services; and the only correction or balance of these under-charges was in the last charge for custody, and that also was subject to his own correction and judgment.

Question. How much was that charge?

Answer. The same as the marshal's custody fees.

Question. Mr. Smith. What proportion of Mr. Elliott's time was occupied in this prize business?

Answer. I think all of Mr. Elliott's time was occupied there.

Question. He worked all day there, didn't he?

Answer. Yes, sir. I think, also, he had two clerks there. I devoted, personally, a great deal of time, all I supposed necessary. I had my best clerks and parties engaged with me. I do not think the business ever suffered for want of attention.

Question. Were the clerks compensated in any way by the government?

Answer. Not a penny—they were entirely paid by ourselves; nor was the stationery at government expense, but at our own.

Question. Or for office rent?

Answer. Nothing. The government paid nothing, except what is found in this bill.

Question. Was the force in your office kept up larger than would otherwise have been necessary, but for this prize business?

Answer. Decidedly so.

Question. And your other business was neglected in favor of this prize business?

Answer. Yes, sir. The prize business was always given preference over any other. After the decision in the case of the Hiawatha, I took at my office the greater number of the depositions; but in other respects, generally, Mr. Elliott and I were worked on together.

Question. Did you ever know of any order being made by the court to have testimony taken additional to what you and Mr. Elliott took?

Answer. I have. I took the deposition of one individual case, which I supposed was so important that there would be a condemnation upon that deposition alone. I think that was the Stephen Hart.

Question. How many years' experience have you had, as a lawyer, in New York?

Answer. Over twenty years.

Question. Mr. Cutting and yourself were together, I believe?

Answer. I was a partner of his 20 years, till he went to Congress.

Question. And you have had a lucrative law business?

Answer. Yes, sir; we had a very large commercial business, and an extensive practice in courts of admiralty?

Question. Now, take the amount of money recovered through the courts by the mercantile community, and the legal expenses incurred therein, and comparing the general course of business of that kind with this prize business, have not, in your judgment, the government and the captors realized more, and at less expense, than any other litigants before our courts?

Answer. I have not thought of that in that relation; but considering the amount of litigation, I should think the expenses not more than ordinary suitors would have to pay for the same value involved.

Mr. Glassey. Even in view of the fact that the captors have not received a cent of the money?

Mr. Owen. That is not our fault. We have nothing to do with that.

Mr. Smith. The complaint is of the delay. The fact is, it was purposely delayed by the government at Washington; and if we had not delayed it, the prize captors would not have got a dollar, and these men here have been making the air vocal with their complaints, when, in fact, they were protected by these very delays.

Mr. Glassey. What I suggested was this, whether the captors could be well served at a cheap rate, when they haven't yet got a cent of their money.

Mr. Owen. I do not believe the sailors or captors would desire to have their business done without compensation to the officers doing it.

Mr. Upton. They are not the parties who are complaining.

Mr. Owen. I had nothing to do with getting up the bill of costs of the district attorney. Then, in regard to the bill of costs of the counsel for captors, I should say if you take these cases, or any of them separately, and consider them separately, I do not think they are more than good lawyers would charge; but when you come to make an aggregate of them all, it looks large. It is a vast amount of business to do. It is unprecedented in respect to the value realized, and in respect to the labor. The labor is entirely different from that of the general run of the profession. The profession did not understand it.

Mr. Smith. Has there been any prize business in the courts in our day and generation?

Answer. None since I began to practice—none since 1812. I was continually applied to about it, the public understanding that I had studied up the subject. The prize business of 1812 was before any of the present appointments. Besides, that business was very different from the prize business of to-day. The capturing vessel, at that period, was entitled to a particular share; and the captors could make any bargains or arrangements they pleased, which was very different from the business of to-day. In all these bills of costs of the prize commissioner, district attorney, marshal, counsel for captors, and all the expenses, I always supposed there was, back in the district court, a power which could correct anything and everything wrong, and I believe so still. The act of 1862 provides that the court shall adjust these things. There is nothing difficult about it. The court has the power to adjust everything, and adjust it on right principles; and when it has passed on any question, then I am content, unless there is collusion, and I do not know of any case of collusion.

Mr. Smith. The marshal and district attorney are limited, are they not, as to the amounts which they shall receive, and are obliged to account for everything received?

Answer. I so understand the law.

Mr. Smidt. Do you know anything about the appointment of Mr. Upton as counsel for captors, and the terms of that appointment?

Answer. I know that after the act of March, 1862, which I have often referred to, it was understood that the Secretary of the Navy was about to appoint some counsel to represent the naval captors, and under and by virtue of a clause contained in that act, I knew that Mr. Upton was an applicant for that office.

Mr. Smidt. Was it not under the act of July?

Mr. Upton. It was the act of July.

Mr. Smith. The truth is, we did not get those acts printed till about that time, so that, practically, it was the same thing.

Mr. Owen. The act of March provided for compensating the counsel for captors, and recognized that office. Then the act of July, as I am corrected, is the one under which Mr. Upton was appointed. Understanding that Mr. Upton was an applicant for that appointment, I addressed him a letter, stating that as he had been connected with the prize business, representing all along the naval captors, under letters of appointment from flag-officers, that it seemed to me highly proper that the Secretary of the Navy should appoint him if there should be such an appointment. Whether he used that letter or not I do not know. I have no knowledge whatever, except rumor, of the compensation he was to receive. This paper which Mr. Smidt now puts into my hands I never saw, and I do not know anything about it.—(See Exhibit 30.)

Mr. Owen. Where I have spoken heretofore of the compensation or costs of the counsel for the naval captors, I referred to those allowed by Judge Betts, and not to any allowance by the Secretary of the Navy. As far as I know, the charges of the counsel for captors are reasonable. If Judge Betts, who

knew personally the services he rendered, allowed the charges, I could not say they were unreasonable. There were no costs taxed until after the adjournment of Congress, and the perfection of that act of July of last year.

Mr. Smidt. I wish to call your attention to that particular clause of the law which provides that the costs of the counsel for captors depended upon the amount received; and then I wish to look at the case of the "Louisa Agnes," page 36, of the circular letter, and see whether any proceeds were deposited in the court. How much did the counsel for captors receive there?

Answer. According to this document, the charge was $125.

Question. And there was a deficiency in the proceeds in that case, was there not? That prize case cost more than it came to?

Answer. Yes, sir.

Mr. Smith. Do you mean to say the counsel for captors was not to get any compensation if there was no money result?

Mr. Smidt. That is the inference. Then there is the case of the schooner "Mars," condemned June 3, 1862; was there any net proceeds paid into the treasury?

Answer. No, sir; there was a small deficiency there.

Question. What was the charge there of the counsel for captors?

Answer. According to this statement, $122.

Question. Now, look at page 42, the schooner "Velasco" and cargo; were there any proceeds in that case?

Answer. It appears not; there seems to have been a deficiency.

Question. What compensation did the counsel for captors have and charge there?

Answer. I do not see any charge or tax stated.

Question. I will ask you again to look at that appointment from the Navy Department, and then look at these cases, and tell us whether, in any one of them, save, perhaps, in one exception, the counsel of captor's costs are made up in the manner prescribed by the law, and according to the terms of his appointment; tell us, in fact, whether they have not very much overrun his legal allowance?

Answer. My idea is this: that his compensation is outside of the taxed bill, and in addition thereto. I do not think it has anything to do with the costs or compensations I have been speaking of; I think it is a matter between the counsel and Secretary of the Navy.

Question. I asked, and I wish to know, whether in any case it is made up upon the basis of the appointment of the Secretary of the Navy?

Answer. I will tell you how I understand it. I have no information from Mr. Upton about it, but I infer that Mr. Upton receives his taxed costs out of the fund, as we all do. If he gets anything beyond that, he will get it from the Secretary of the Navy.

Mr. Smidt. Only one of these cases seems to be in conformity with that appointment; but, take the case of the "Ward" and cargo, on page 14 of this "circular letter," where you perceive the net proceeds are over $10,000, would he not, by that appointment, be entitled to a counsel fee of $200?

Answer. I do not know; the paper speaks for itself. I suppose he would.

Question. And upon the whole net amount of $16,904 he would receive more than that?

Answer. Yes.

Question. In case the net proceeds should exceed $10,000, as in this case they do, then he would be entitled under that appointment, on these proceeds, to $369 04?

Answer. I suppose he would.

Question. How much has he charged?

Answer. According to this document, $475.

Mr. Smidt. A difference, then, of $106. It is hardly worth while, Mr. Solicitor, to go through with all these cases. I will have this document put in as an exhibit.—(See Exhibit 31.)

Mr. Upton. There is not a case there mentioned in which I did not appear under a retainer from the captors, and by an appointment of the Secretary of the Navy.

Judge Kirkland. In regard to the wharfage and storage by Ward & Gore: was that amount reasonable in all cases?

Mr. Owen. I regard that as one of the simplest pieces of business in the world. Judge Betts decided that whatever was the customary rate was to be the standard; and if these gentlemen charged four times as much as they ought to, it was the subject of correction by the judge of the court. In the case of the prize commissioners, for the few cases they had, there was an agreement that they were to charge the usual customary rates.

Question. How about the marshal?

Answer. I do not know.

Question. How did this idea originate of heavy overcharges in the matter of storage?

Answer. There is such an idea, I know, but I do not know how it originated.

Question. Were the charges of Ward & Gore unreasonable in fact; were they more than the usual customary rates?

Answer. I have never investigated their charges, except in the case of the Pioneer, which I spoke of yesterday. These bills are paid by the marshal; we do not pay them, and they do not come under our observation. I will tell you with great pleasure everything that I know. I know it is rumored that their charges are too high, but that is all I know about it.

Question. Whose business was it to discharge cargoes and put them in store?

Answer. Before the decision of Judge Nelson, of July, 1862, it was done by the marshal in some instances. Wherever the order was given to discharge before the marshal took direction, it became our duty to look to the discharge, and to select the store for the cargo. There were not many of those cases. Where the discharge was made after the process of law, the marshal took the charge, and after he took charge we had nothing to do with it. I suppose you could find out with little labor and with perfect accuracy how many vessels were discharged before and how many afterwards.

Question. Now, I want your opinion with respect to the necessity for such an officer as counsel for captors.

Mr. Owen. I will give you my opinion. It is a delicate position for me to set in judgment upon any of these gentlemen. I have supposed that, inasmuch as the district attorney had the assistance, whenever he wanted it, of a very able gentleman in the prize business—Mr. Evarts—the prize business might have been conducted without the employment of a counsel for captors. I have supposed so; but the flag-officers and persons interested in these prizes, early in the prize proceedings—almost immediately on its commencement—began to employ Mr. Upton as counsel, and there began to be some difficulty; and if they were willing to pay the expenses of employing him, it seemed to be all right. The act says that these officers shall receive a compensation to be adjusted by the court. Now, then, the judge who adjusts this compensation must know whether his services were worth anything or not, and whatever he regards them as worth he allows. Now, that is the way that stands. I have no doubt that the law applies to those cases where Mr. Upton was retained by the flag-officers, and that the compensation should be paid out of the fund, inasmuch as the government receives the service itself.

Mr. Jordan. I understand what Mr. Owen says is, that he supposes the compensation provided by the act and allowed to Mr. Upton was paid out of the fund generally, rather than out of the part going to the captors, merely from a

consideration that the government as well as the captors derived benefit from his services.

Judge Kirkland. That account of expenses was equally divided, was it?

Answer. Yes, sir.

Mr. Benedict. You spoke yesterday, among other cases, of the Pioneer, and in relation to that case you said that Ward & Gore put in a bill for storage which was reduced. I understood you to state then, as you also repeat this morning, that you had an agreement with them that they should take the usual rates?

Answer. Yes, sir.

Question. Was that agreement in writing?

Answer. It was, sir.

Question. Have you it here?

Answer. Yes, sir; here it is.

Question. I would like to see it, as there seems to be some misapprehension about it. (Mr. Owen produced it.)

Question (after reading the paper.) So that this, then, was an arrangement which should be satisfactory to the prize commissioners, and that on the theory that they should be paid out of the proceeds without delay?

Answer. Yes, sir.

Question. Now, sir, when they presented their bills, they were quite satisfactory to the claimants, were they not?

Answer. Yes, sir.

Question. Who were the claimants?

Answer. I think it was the firm of Theodor Vietter, a German house. Mr. ——— was counsel.

Question. Do you remember whether that was a subject of trial or investigation in regard to their claim?

Answer. Yes, sir; to a certain extent a trial. They brought in affidavits on both sides.

Question. I have some affidavits in my hand which you will, perhaps, recognize as presented by Ward & Gore. They prove abundantly that their charge was the proper rate.

Answer. I think they were before me—I am quite sure they were.

Question. Did you know these parties making these affidavits?

Answer. I never knew them.

Question. Did you assume in your capacity as prize commissioner, judge, referee, or whatever you choose, to advise Ward & Gore, and to suggest what would be expedient for the purpose of getting present pay, and inasmuch as this thing might drag along for years?

Answer. I recollect distinctly of stating in this case, on finding that the affidavits differed widely, I urged Viettor to state what he would be satisfied to allow, and I tried to see if Ward & Gore would come to that. They were unwilling to reduce their claim to that amount.

Question. Decidedly unwilling—held out for a good many days?

Answer. I urged upon them, I remember perfectly well, the necessity of having the accounts adjusted satisfactorily to both parties, if possible, for then they would be paid, otherwise they could not be. I urged Ward & Gore to put their bill as low as possible, to the end that we might agree with the other party. They always protested, when they reduced their bill, that they were losing by the operation; but they consented to make that reduction in order to obtain a settlement. In my testimony I did not mean to say that they brought in a bill which they did not try to justify at all; I mean to say that they did try.

Question. Perhaps you can remember urging that this was a first case—that they would have to receive a good deal of storage, and they had better be as reasonable as possible?

Answer. I remember that perfectly. I think I did state that. I told them they must make their bills right and proper and satisfactory, or I, for one, would not be willing to patronize them.

Question. On recurring to this agreement in their particular case, you discover that it was provided that this compensation or these charges for storage should be satisfactory to the prize commissioners?

Answer. On referring to this paper agreement, which relates exclusively to the bark Pioneer, it was provided that the expenses of discharging and storing the cargo and taking care of it should be satisfactory to the prize commissioners; and if we couldn't agree, of course then we reserved the right of going to the court to have it adjusted.

Question. It has been the subject of complaint that Ward & Gore did not always open their stores when people came in to look at prize property. Now, I desire you to state whether these storekeepers ought to have admitted all persons who came, or whether they ought to have excluded parties till the official parties came in?

Answer. I think it was highly proper to exclude parties from the presence of these goods, unless they were specially authorized, or accompanied by the official parties. I know I have addressed letters to Ward & Gore to let certain persons examine the property, and I did so because I thought they ought not to do it without.

Question. Now, then, in the case of the Pioneer, I did not understand you to say that Ward & Gore put in a fraudulent bill of storage.

Answer. Oh, no; I wished to show that Ward & Gore were no favorites of mine. I did not know them. I never had done any business for them, and in the matter of the Pioneer, I felt as free to investigate as the utmost stranger in the world.

Question. Mr. Wood stated that he was refused admission on board a vessel. What is your opinion in regard to allowing persons on board vessels?

Answer. I consider it highly improper, and I would discharge a man on board these vessels who should permit unauthorized persons on board.

Question. Wasn't it required that the prize cargo should come out precisely as it was found?

Answer. Yes, sir; decidedly so.

Question. Do you remember, in this case of the Pioneer, that they insisted that there was a great deal of trouble and labor connected with that sale?

Answer. I think they did insist on that, and I think that leading affidavit shows it.

Question. Now, sir, a word of the Ann. When Captain Marshall was examined, I think he meant to say that he rather got the impression from you, although you didn't say it, that there may have been something wrong in that decision giving them a reclamation. Did you mean to be understood that Ward & Gore had made a fraudulent claim in that case of the Ann?

Answer. I did not mean to be so understood. I supposed at the time I made my report, and up to the time that some information was communicated to me in regard to the propriety of that reclamation, that the transaction was just, fair, and in every respect warranted by the facts. I heard prior, I think, to the time that Captain Marshall came in, that it was said that Ward & Gore, at the very time they were testifying before me to this loss, had actually sold that property at a profit over the auction price. I think I said if such were the facts it was a fraud upon me. I never heard a syllable, or dreamed of anything wrong about that transaction, till Mr. Arnold, of the firm of Sturgis, Bennet & Co., said to me one day, "Do you know so and so." It took me by surprise, because I had not intended to lend myself to anything wrong—most decidedly I had not. These gentlemen

came to me and said we have got to pay this money, unless there can be some relief. I left my other business, and gave my best attention to it for the most part of two days.

Question. These charges put in here evidently imply or suggest that your examination was all along *ex parte*. I understand that all these cases which have been before you were cases which were allowed to go on before you, and nobody appeared as counsel?

Answer. Yes, sir; I conducted the examinations myself, as, for instance, in the case of the Hiawatha, without counsel on either side.

Question. Have you not had considerable experience as referee, sitting judicially on various matters?

Answer. I have had considerable experience.

Question. Now, did Judge Nelson say anything to you about the propriety of conducting the case of the Hiawatha in that way, having no district attorney, and no lawyers before you, but conducting it yourself under your responsibility to the government as prize commissioner?

Answer. I do not remember that he expressed any opinion in that way; but the order for an examination was obtained on my application in open court, the judge drawing the order himself. I had the authority of the marshal himself, who stated that he desired the investigation. I called on the district attorney, and other officers in the same way, as though they had been strangers, and it was perfectly well understood by Judge Nelson that I was conducting the investigation in that way.

Question. Then, in that respect, so far as you are concerned, there was nothing unusual in that case of the Ann—no irregularity at all?

Answer. Nothing at all. When I came to the second reference in relation to the value of that missing cargo, I think the assistant district attorney attended the first day, but not afterwards. I thought it was desirable to put Charles Edwards, counsel for the claimants, in opposition, in order that this finding of value might be conclusive, in case of any reclamation by foreign governments, or otherwise; and although he did not want to attend at all, I made a formal requisition for him to produce his evidence, if he had any, and he did not appear before me at all.

Question. Then, the fact appearing that these goods—the tea and the coffee—were sold by Ward & Gore for a less price than they purchased them at, why, then, this information of yours falls to the ground, and for aught that appears to you, it is perfectly fair still?

Answer. Well, to this day it don't seem to me that I erred very far in that case. I have heard the testimony of Mr. Draper, and I think he must be mistaken. I found in the case of the Hiawatha that he was careless. I do not mean to reflect upon him, but he is an energetic, talking auctioneer, and anything in that respect that he might say a man could rely upon. There was nothing said to me about my compensation in that case, and when I finished it, I charged a hundred dollars, and they paid it. I do not think it is more than I would have charged any other persons, because these depositions were some of them long and troublesome.

Question. The order of the court directed that they should pay these expenses, charged by you as law referee?

Answer. No; I did not charge as to that at all; I charged as an individual. It took my time, and I thought it a fair compensation. As far as I know, there have been only five reclamations in all this prize business. Two of these cases, I think, I conducted; this one alone, and another I conducted with Mr. Elliott.

Mr. Jordan. Have you any idea as to the gross number of purchases at these sales?

Answer. I have not. I can give you a little idea. Take, for instance, the

Hiawatha. There were thirty or forty bills of lading. We were instructed to appraise according to the bills of lading, so that the lots contained in each bill would be known exactly. That was a large sale, and among so many purchasers it would be difficult to give the gross number. There were casks of goods made up of fifty different articles. I think even our merchants could hardly imagine the character of these cargoes; and that calls to my mind that case of the ink, which Mr. Wood purchased. It was marked outside "paint," and there may have been in that way a little loss.

Mr. Jordan. Were there in these cases more instances of reclamation, in your judgment, than would naturally have occurred in such sales in private business?

Answer. I do not think there was anything like the number. I speak as a lawyer, not as a merchant.

Question. How is it in regard to the number of cases where parties declined to take the goods, and left them to be resold?

Answer. I was not aware of these occurrences. I supposed when the property was sold that the course of the marshal and auctioneer was such as to secure the taking of the property. I was not aware that any case of the kind occurred, except in the case of the Stettin, and I did not hear of that till after it occurred. It always seemed to me that there should have been a cash receipt required at the close of the sale, and at the place of the sale, enough to guard against any possible loss.

I never supposed there was any difficulty in this prize business lying in the direction which this committee seemed to suppose. I think they reflect rather severely upon gentlemen here, whether they intended to do it or not. In regard to the Ann, I do not suppose they meant anything offensive, but I regard it as exceedingly offensive. They professed to state here that all the testimony on the records of the court upon which I acted are the documents named here, while the fact is they left out the material affidavits, two of them, and long ones. Now, if that was relied upon to induce the Secretary of the Navy to bring about this investigation, it was unjust towards me. You will see that the whole arrangement of this paper is reflective upon me, and no person can read it without understanding it in that way.

Mr. Benedict. I believe in the Key West cases there was no charge for auctioneer's fees. Have you adverted to that fact in reference to the comparative expense attending these prize cases in other districts?

Answer. No, sir. I am obliged for your reminder. That makes a vast difference in the expense. In Boston the auctioneer's commission was but one-eighth of one per cent. instead of two and a half per cent., as it was here. I think, Mr. Solicitor, a statement might be made here involving many considerations that would bring up the character of the city of New York all right.

Mr. Jordan. What is your opinion as to the necessity for the employment of an auctioneer in the sale of these goods at all?

Answer. It is usual and customary in all judicial sales to have a crier to cry the goods, and I believe the auctioneer's fees are allowed in the charges. We have a State law which provides that where there is no agreement to the contrary, the auctioneer's fees shall be two and one-half per cent.

Mr. Jordan. The question I ask is a radical one, and goes below all usage and adventitious circumstances. The question is, whether in the nature of things there is any necessity for such an officer.

Answer. I think there is. I think the interest of the captors and government would suffer without the employment of such an officer. I think it is a proper and almost indispensable employment.

Question. Now, then, as to the compensation which such an officer ought to receive: Would you regard the amounts paid by private parties, or in ju-

dicial sales, or in any sales which have ordinarily occurred here, as being the reasonable and just amount which should be paid in these prize cases?

Answer. I should not think so. In this case of Mr. Draper, where he was to have all the sales, I should think there should have been some arrangement on better terms.

Question. These amounts are very large, and in the aggregate especially so.

Answer. They are very large.

Question What, in your judgment, would have been the gross amount of these commissions to the auctioneer upon the sales which have taken place up to this time, and which will take place, if the cases which are now appealed, or now in suit, shall result in condemnation and sale?

Answer. My answer must be almost entirely guesswork, for I cannot state without a little examination the aggregate value of the prize property.

Mr. Upton. I suppose it might amount to from three to three and a half million, and the auctioneer's commission would, of course, be calculated upon that amount, whatever it may be, at two and a half per cent.

Mr. Owen. I think the amount would be large, but without the data I cannot answer the question. I think Mr. Draper has already retained some $35,000, and large cargoes are yet unsold.

Mr. Jordan. Have you had brought to your notice the rule prescribed by Judge Sprague, of Boston, for allowances to auctioneers?

Answer. I heard of it about the time that it was announced, but at that time we had no connexion with the auctioneer at all.

Question. Do you recollect what the rule prescribed by him was?

Answer. I do not know that I do.

Question. Did you examine it so as to understand its provisions at the time it was brought to your attention?

Answer. No, sir. I do not now remember his opinion, but I heard that he had given such a decision,

Question. You do not know whether that was a fair rule or not?

Answer. I do not. I thought, on inquiring as to the allowances to prize commissioners in Philadelphia, that there were allowances there which would not at all compensate us here.

Question. What, in your judgment, upon the gross amount of sales in this port, would have been a fair per-centage to the auctioneer for his services?

Answer. Well, sir, I should think, inasmuch as the auctioneer had no care of the property, no duty in preparing it for auction, gave no attention to it beyond the mere crying of the property, that one per cent. would have been an abundant compensation.

Question. Which, in your judgment, performed the more important, and valuable, and onerous service, the marshal or the auctioneer?

Answer. The marshal, undoubtedly.

Question. The prize commissioners or the auctioneer?

Answer. The prize commissioners, because they were charged with very important duties.

Mr. Benedict. Wouldn't you put in the word responsible?

Mr. Jordan. Yes, sir, responsible; all the officers had more responsible duties to perform than the auctioneer.

Answer. Yes, sir, I cannot view it in any other light.

Question. In regard to the charges which have been made at one time and another by the marshal, can you say whether they are fair or otherwise—those, for instance, for watching and preserving vessels?

Answer. No, sir; I have no knowledge upon that subject. It always ap.

peared to me to be a subject that could not do otherwise than correct itself by the proper discharge of the duties of the district attorney and the judge.

Question. In regard to this change in the compensation to the auctioneer, state whether you know how it was that that change came about. What was the cause of the refusal of the marshal to continue to make the allowance of two and a half per cent.?

Answer. I understood it was, and I think Mr. Draper claimed the same thing here, that he would take it out of the proceeds, law or no law.

Question. Yes, but what I speak of is, whether you know why it was that there was finally a refusal to allow that per cent.?

Answer. I do not know upon what instructions the marshal acted.

Question. Now, as to the degree of facility for the examination of these goods at the time of sale: Was there sufficient accommodation in that respect?

Answer. I think it was sufficient. I never heard any complaints more than I heard in the sale of the Hiawatha. There they complained that they had not seen the goods. We could not open all the boxes, but the property brought fabulous prices, nevertheless. And generally, in all the sales, the property brought high prices, and in cases where they did not, it was accidental and exceptional. They alluded to a saw-mill here the other day. The vessel which brought it had been under water. The saw-mill was offered for sale, and bought in because there was nobody to purchase it.

Question. What was the comparative prices received, and what would have been realized if the property had been disposed of to private parties at private sale?

Answer. Well, I think if you were to take an average through, the property brought better prices than could have been obtained in any other way. There was a general disposition to attend the sales. The excitement carried them off their feet there sometimes; the result of which was great competition, and they purchased largely. I am not a merchant, but yet I think this was the best method of sale.

Mr. Jordan. Then it would seem that our investigation is narrowed down to the one point, what became of the proceeds?

Judge Kirkland. I think so, and have for three days.

Mr. Owen. I should, perhaps, state that while I have been naming the commissions of the auctioneer as too high, it is true that the prize commissioners paid their auctioneer the two and a half per cent. in these four cases where they directed the sale; but if there had been any certainty that we were to retain the sales, I never should have consented to pay any such price. We should have made the best bargain we could with the auctioneer, and should have had a fair and definite arrangement.

Mr. Jordan. You have stated your opinion that it would have been practicable for the district attorney and the associates connected with him in these prize proceedings without the employment of a counsel for captors; you have also stated that Mr. Upton was retained by the captors, either directly or through the flag-officers and otherwise; now, I wish to know whether, in your judgment, substantial services were, as a matter of fact, rendered by Mr. Upton in these proceedings?

Answer. Oh, I should think so. I have seen his briefs laid before Judge Betts, and I think they exhibited a great deal of labor, and I think I have heard from Judge Betts that he has received a great deal of assistance from Mr. Upton in these cases.

Mr. Benedict. Is it not true that many cases arise in the course of prize proceedings in which the captors ought to be represented? The captors are scattered over the ocean. May not their interest sometimes come in conflict with the interest of the government? Isn't it true that a whole fleet

may sometimes be entitled to participate in the prize proceeds of one ship, and would it not be reasonable and proper that these should be represented?

Answer. Oh, I think so, clearly. There have been one or more cases here—one certainly—where persons have come in afterwards and claimed to be joint captors. Then there is another reason: the government will sometimes, whether the captors have counsel or not, assume to relinquish a prize, and in such cases the counsel for captors might interpose, oppose, and prevent such a release.

Mr. Jordan. Are you able to say that this was a common or general occurrence, that the counsel for captors was employed by those interested for the captors themselves before any general retainer of his services was made?

Answer. I understood so, sir. I know that Mr. Upton did appear in the early prize cases. I heard him argue the causes, and saw him interest himself in almost every case, I think. One thing I ought to speak of. The assertion that prize property was ever sold at a place different from the one advertised I think is a mistake. There was one case where a sale was adjourned to the city of New York. I interposed, and said I thought that in all judicial sales the property must be had in view at the place of sale. That is the only case I know of where it was even suggested.

Mr. Jordan. What would have been the comparative cost, in your judgment, of storing these goods and selling them within the limits of this city, rather than where the storage has actually been had?

Answer. I must give you my judgment as a lawyer, not as a merchant. I think it would have been decidedly against the government. I think the selection of these stores over there was a very proper selection. If the goods had been distributed around in the storehouses here, it would not have been as well. It was important to have one place for storage and sale.

Question. No one place could have been found in the city where the goods could have been kept so compactly, and perhaps no place where they could have been exhibited so well?

Answer. I think so.

Question. Now, as to the difference of cost between the storehouses in this city and those in Brooklyn?

Answer. I believe the storage is higher here. Besides, the storehouses over there are in good repute.

Question. If you are right and other witnesses are right, that the goods brought high prices over there, this difference in storage would seem to be so much clear gain?

Answer. I think so. I have always thought it was the best thing that could be done.

Mr. Benedict. When vessels arrive in this port, isn't it often a matter of great difficulty to get a good berth, where there is plenty of room and deep water?

Answer. Yes, sir.

Question. Vessels often have to remain a fortnight out in the stream sometimes before they can get a good berth on the New York side?

Answer. Yes, sir.

Question. Then the question of cartage comes up as an item of enormous expense in this city?

Answer. Yes, sir.

Question. Every merchant will tell you in a moment that it is an enormous expense to store a cargo on this side?

Answer. Yes, sir; that is obvious.

Mr. Smith. I think we all agree to that. Put it on the record.

Mr. Owen. I think, in almost every instance, when a prize vessel is

brought in she is taken first to the navy yard; there she lies until ordered away by the prize commissioners or the marshal, or they get some other direction. They report there to the commandant of the navy yard. Then, when they are moved, they are moved to those places we find most suitable. Now, another thing, for there is nothing secret about this business. After the law requiring the commissioners to report when cargoes were perishable—and very commonly the prize-master himself would make affidavit that the cargo was perishable, and ought to be discharged—after that law and under that law we acted; and surely the sailors cannot complain when we are acting upon the statements of their representatives.

Judge Kirkland. I have heard a good deal of complaint of the non-payment of many persons. You have stated that, pursuant to a joint resolution of Congress, the marshal was to pay certain expenses. Please state what expenses he was authorized to pay.

Answer. You understood me to say, did you not, that in this district no person was authorized to pay these expenses prior to July, 1862? That is the difficulty with the public at large, as well as with you, gentlemen, that you do not understand the provisions of law on these subjects. Prior to July, 1862, the marshal, who is the only disbursing officer connected with the courts here, had no authority to pay these various bills for pilotage, towage, nor anything of that kind, and could not, and did not, pay them. When the judge condemned that property before that law, he would allow only certain charges, the actual expenses of the sale, to be paid. There were only four of those cases. All parties conducted this business under embarrassments in this respect—clearly so. I have had the bills presented to me till I was pained, when I knew they were not authorized to be paid. Prior to July, 1862, the judge could not order anything paid, except from the fund brought in from the sales. The joint resolution of that date authorized the payment of these bills.

Mr. Jordan. Thereupon arises a question. The law required all the proceeds to be paid into the treasury. The joint resolution required the expenses to be deducted, not in terms, but by implication. Then here was a statute passed the same day which expressly required that the gross proceeds should be paid in.

Mr. Smidt. The law was an independent proceeding, and the resolution was independent. They had nothing to do with each other.

Mr. Jordan. I have no idea that any member of Congress knew when he voted for one that he had voted for the other.

Mr. Owen. We should take into consideration the fact that everybody was delayed. Nobody got his whole pay promptly, except, perhaps, Mr. Draper.

Mr. Smidt. He hasn't got his whole pay. The *whole* is a big word.

Mr. Owen. As far as I know, these gentlemen, Ward & Gore, and others who had property in store, did not receive anything for their storage until that act of July.

Mr. Glassey. They have since then.

Mr. Owen. Oh, well, we are all getting something now.

Mr. Benedict. We paid twelve thousand dollars a year quarterly, cash out, for rent, but we didn't get anything for storage. If men have got to look to some future period for their money, they have got to charge higher prices to cover the risks.

Judge Kirkland. Since that time have these persons, pilots, towers, and others, received their pay?

Answer. I take it for granted they have, but I do not know for certain.

Mr. Jordan. So far as you know, has the marshal paid where he could?

Answer. So far as I know, he has. I think you don't do justice to these

men in one respect. If they happen to charge more than they ought, that idea is one thing. The idea of getting their pay is another.

Mr. Benedict. Everybody's bills have been cut down in that way.

Mr. Benedict. I am authorized to make a correction in the testimony of Mr. Sturges. He said he received an impression from his information in relation to the Ann which caused him to discontinue his attendance at the prize sales, and he stated that he had not attended one since; but now he says he did attend one sale since.—(See Exhibit 32.)

Statement of Henry H. Elliott, prize commissioner.

MAY 13, 1863.

Mr. Smidt. In the early part of the statement you make I would like to have you give the amount of prize property brought to this port, and the number of prizes.

Answer. Had I known yesterday that these gentlemen wanted this information I would have prepared myself to answer. I cannot answer that with any accuracy. If I remember right, there are one hundred and thirty or one hundred and forty cases in prize, all told, in this district. The number which have been acted on in court I cannot answer, and do not know.

It is known to all these gentlemen that I have no connexion with legal questions pertaining to prizes. My business latterly, particularly since the business has increased in volume, has been mainly to attend to the merchandise. Mr. Owen has attended generally to taking testimony and preparing the various reports which have been made by the prize commissioners.

Mr. Smidt. You have made some reports, have you not?

Answer. Yes, sir; and perhaps taken one-third of the testimony. As to the amount of prize property, all told, brought to this district, so far as I have any means of estimating—I have no reliable means—I have come to the conclusion, by thinking of it from time to time, that it may, in all, equal three millions and a half of dollars when sold. Of course, this is a very vague estimate. That is all the prize property, including the ships. It may be more for all I know.

Question. For what would you have insured this property, if at all?

Answer. The prize commissioners had no responsibility over the property after it passed into the hands of the marshal. They have never insured it in any way whatever, nor taken it into custody, nor attempted to do anything with it, except, what the law required, to examine from time to time into the condition of the property, and when we found it perishing, or deteriorating in value, to report that fact to the court.

Question. The charges for insurance, then, in these cases enumerated by the Secretary of the Navy, are charges of insurance by the marshal, and not for insurance effected by the prize commissioners?

Answer. That is so, sir.

Judge Kirkland. Please give us, Mr. Elliott, your knowledge about these alleged extravagant charges, improper and extortionate fees, &c.

Mr. Smidt. I understood yesterday that Mr. Elliott had taken up the charges made here, and intended to reply in order.

Mr. Elliott. No; you are mistaken. I said I didn't know of anything I could say, unless it was to take up these charges in detail, and say what I knew successively.

Mr. Jordan. I think the briefer and more expeditious way would be to call the attention of the witnesses to the point in the form of questions; and I have this request to make, that witnesses hereafter, when they are examined, be just as brief in language as possible, confining themselves to what is necessary to be known, because I find that we are swelling the testimony

here to an enormous amount. It occupies time here in putting it down, will occupy time in reading, and still more time in writing it out hereafter. I wish further to say, that I hope we will all be as earnest as possible, and get along as fast as we can.

Mr. Glassey. Who was charged with the duty of providing a place for the storage of these goods?

Answer. Generally the marshal. The prize commissioners in a few instances, where the prize property came in transports and when it came first into their hands, found it necessary to discharge certain cargoes into warehouses, and before any proceedings could be taken in court it devolved on them to find suitable places of deposit; but in all cases in the end the final responsibility must rest upon the marshal. It was my practice first to advise with him, so that in case I didn't select the warehouse satisfactory to him, he would not need to go to the expense of changing the property from one warehouse to another.

Question. What warehouses were selected in the case of the Ann?

Answer. The prize commissioners found two warehouses, apparently already in the use of the marshal for the storage of prize property, though they may have been selected by other parties. One was Wheeler's stores, on the Atlantic docks, and one was the Union stores, owned by Ward & Gore.

Question. Do you know how many cargoes have been sent by the prize commissioners to Wheeler's stores?

Answer. I do not remember that they ever sent one there. All the cargoes discharged by the prize commissioners were sent to the stores of Ward & Gore. I examined those stores, thought them fine, large stores, and peculiarly adapted for the work we had to do. They seemed to be fireproof; they were government stores already, and they were accessible.

Mr. Jordan. What do you mean by government stores?

Answer. They were used for the deposit of revenue goods, and were attended in all cases by a revenue officer.

Question. How long have they been government stores?

Answer. I do not know.

Mr. Glassey. Did you take into consideration the practicability of displaying goods at the sales in those stores?

Answer. I did not. We had no reference to that. We hadn't reached that point.

Question. Do you know whether that question was ever considered by the marshal at any time?

Answer. I do not.

Question. Did the prize commissioners make any arrangements with Ward & Gore with regard to rates?

Answer. They did, sir. I have a contract in my hands. It is not very long and I will read it. Perhaps, in explanation of it, I ought to say that as between the Union stores and Wheeler's stores, it seemed to me that the Union stores were especially better adapted for the reception of assorted cargoes than Wheeler's, and it so happened that the cargoes which came into the hands of the prize commissioners were generally light cargoes. Subsequently, however, others came into their hands. The name of Wheeler occurs in this contract, and what I have just said is my explanation and reason why.—(See Exhibit 33.)

Question. There was one other special contract made with Ward & Gore, in the case of the Pioneer, was there not?

Answer. I remember no other.

Question Had you any knowledge of any contract between the marshal and Ward & Gore?

Answer. I had not.

Question. That contract of yours referred specially to prize business?

Answer. It related to that only.

Question. What knowledge have you of the bills for storage of Ward & Gore?

Answer. None, whatever. They never came before me officially, and I never examined a bill.

Question. Do you know of their bills being reduced?

Answer. I do not.

Question. Have there been discussions about their bills?

Answer. I think there have been discussions, but I have no such knowledge of them as can throw any light here.

Question. You yourself have never taken any part in any discussion, and had nothing to do with the correction of bills?

Answer. I do not remember that I have in any one case.

Question. You heard the testimony of Mr. Owen in regard to the means resorted to by the prize commissioners for protecting the property while discharging from vessels?

Answer. I did, sir. All the statements made by Mr. Owen, so far as I know about them, were very accurate and thoroughly true.

Question. Were the first cargoes discharged into warehouses under your orders or under those of the marshal?

Answer. I cannot tell anything about what the marshal did prior to the order of the court requiring the prize commissioners to take charge of prize property, and I have no means of knowing.

Question. Did the prize commissioners take any charge of vessels before that order?

Answer. Never, before July, 1862.

Question. Before that did you charge yourself with the responsibility in connexion with vessels at all?

Answer. We did not attempt to interfere at all with the duties of the marshal.

Question. The marshal took charge of vessels on arriving?

Answer. No, sir.

Question. Who did?

Answer. On the arrival outside the prize commissioners went on board to receive all the papers and take charge of the vessel until a libel issued to the marshal. That has been a period sometimes of one day, sometimes of ten days, sometimes longer.

Question. That you have always done?

Answer. Yes, sir, always.

Question. During that time was it your practice to let the cargo remain on board till the marshal was notified?

Answer. Always. Where cargoes have come in with munitions of war, or with powder, which cannot by law be placed alongside of any dock, on an affidavit of the prize-master, or other formal proceeding, we have presented a report to the court and asked for an order to discharge the particular article in question immediately, and in all such cases, I think, the orders have been granted. In such cases powder has been discharged, either in the government magazine, on Bedloe's island, or in the magazine of the Hazard Powder Company; I think nowhere else. There is one other somewhat notable case in which the prize commissioners were called upon to discharge rather a large cargo of munitions of war. That was the case of the Stephen Hart. That case was left in the hands of the prize commissioners for some time. It was entirely munitions of war. Among other things there were more than a thousand loaded shells with caps all on. The

prize commissioners were required to discharge that cargo, and they did discharge it at the navy yard. Part of that cargo was subsequently sold by the prize commissioners, under orders of the court, to government at Washington, and the remainder of the cargo was sold by the marshal.

Mr. Glassey. But as a general rule the cargoes remained on board the vessels until they were handed over to the marshal?

Answer When they came in vessels they did, but when they came in transports we were obliged to discharge them into the Union stores or other warehouse.

Question. The charges made by the prize commissioners in their accounts for commissioners were based upon the length of time the property actually remained in their custody?

Answer. The judge made a rule that prize property in our hands under thirty days should give us a commission at a certain rate; over thirty days, a certain other rate.

Question. In all cases your bills appeared on the files of the court?

Answer. Yes, sir.

Question. What had you to do with the appointment of weighers and gaugers?

Answer. When we were called upon to appraise property Mr. Owen and myself differed a little about the necessity of weighing and gauging. I should have been satisfied to appraise with an estimate of weight, without detailed weighing and gauging; but Mr. Owen thought—and he is much more capable of judging than I—that the business would not be as completely done unless the property was weighed and gauged by regular weighers. We were called upon to have it done as appraisers, and in no other way. It has become a standing course of proceeding to have an order from court to appraise vessels or cargoes. Occasionally the court appointed other persons as appraisers when the district attorney or other parties have desired.

Question. In making these appraisals did the prize commissioners employ experts?

Answer. The order of the court ran nearly in these words: "The appraisal to be made by the prize commissioners or by experts to be by them named."

Question. You mentioned a little while ago the difference in your duties prior to July, 1862?

Answer. In the case of the Hiawatha, which has figured conspicuously in these prize proceedings, Judge Nelson made an order in which the opinion was expressed that the sales ought to be made under the inspection of the prize commissioners, and the practice of appointing the prize commissioners to superintend the sales was followed in both courts from that date.

Question. After that date were all sales made under the supervision of the prize commissioners?

Answer. Yes, sir, after July, 1862.

Question. Before that were the sales under the marshal's supervision entirely?

Answer. Yes, sir.

Mr. Glassey. Who selected individuals to be weighers?

Answer. I cannot tell who selected them. The first time the prize commissioners were called upon to gauge or to weigh, Root & Connell called upon the prize commissioners to solicit that work. I think they stated that they were in the employ of Mr. Draper and the marshal. I did not know them; they were entire strangers to me. I had no motive to choose them over other weighers. I inquired about them, and from what I learned

or heard I believed them to be faithful, upright men. I had no hesitation in employing them, and I did employ them.

Question. Were they recommended specially by Mr. Draper or by the marshal?

Answer. I do not remember that they were. I do not think I ever spoke to Mr. Draper about them.

Question. Were other weighers employed by the marshal?

Answer. I do not know who the marshal employed.

Question. Before it was discovered that a portion of the cargo of the Hiawatha was lost, was it the practice of the prize commissioners to have any one to superintend the cargoes?

Answer. I cannot tell as to dates, but the prize commissioners never undertook, except under a special order, to discharge a cargo.

Question. Whose duty was it generally to superintend the discharge of a cargo, and protect it from loss?

Answer. I suppose the marshal had the whole duty of superintending the property, unless some special order devolved it upon some other officer.

Question. Did you ordinarily employ experts for the purpose of appraising?

Answer. Almost always; perhaps in every case.

Question. Did you select them with reference to qualifications?

Answer. Yes, sir; what I deemed special qualifications: to bring together all knowledge which was necessary to enable us to make an intelligent estimate upon the various qualities and kinds of goods of which these cargoes consisted; to employ an expert to appraise ten, twenty, thirty, fifty, kinds of goods in a cargo. We thought if we could find a practical merchant of intelligence and experience to take upon himself the general appraisal of property, it was the only mode in which we could fulfil that duty.

Question. Who was appointed appraiser?

Answer. Mr. Cammeyer, of the late firm of B. M. Whitlock & Co., did that duty, and I think he was a man specially qualified for the work.

Question. Was he a sworn appraiser?

Answer. In all cases the appraisals, when completed, were sworn to by an affidavit drawn by the prize commissioners.

Question. Were the weighers sworn?

Answer. I think not; not to my knowledge. I had the impression always that these weighers were city weighers until very recently. They are known as city weighers.

Question. You do know that a considerable portion of that cargo of the Hiawatha disappeared?

Answer. I have no knowledge of that fact myself. I suppose what Mr. Owen stated yesterday was true as to that matter.

Question. Please state what you do know.

Answer. I have no objection to state that I don't know anything about it.

Question. Have you any information on that subject from the marshal, or from any one in his office?

Answer. None whatever, sir.

Question. Do you know where it was stored?

Answer. Yes, sir; at Wheeler's stores.

Question. What was the gross amount of the property of that vessel?

Answer. I do not know.

Question. Was every appraisal of that property before a portion of it was lost?

Answer. I think not before a portion was lost. I have no means of knowing what was lost, or how to find out.

Question. How long was that property in the custody of the prize commissioners?

Answer. Three days, and then it was turned over to the marshal. It was sealed up. It was lying at the wharf when we first visited her, and we sealed the cargo there—Mr. Owen and myself together. The deck load was tobacco and cotton.

Question. How was it packed?

Answer. I should say in tierces or hogsheads.

Question. Have you sufficient knowledge with regard to that vessel to say whether any portion of it was lost while it remained in the custody of the prize commissioners?

Answer. Well, sir, we had a keeper on board at the time, and I have no idea that a dollar of it was lost while it was in the hands of the prize commissioners.

Question. Did the keeper remain on board every night?

Answer. I think so, sir.

Question. Do you know about the reasons which governed the marshal in allowing the goods to remain in store?

Answer. I do not, sir.

Question. Did the prize commissioners ever take proceedings to bring prize property to sale before final decrees of condemnation were rendered?

Answer. Such questions cannot draw out any definite answer.

Question. It is quite apparent that in a good many cases goods were kept a long time, and I want to know whether that was necessary?

Answer. I should say that no cargoes were ever discharged by the marshal or prize commissioners without an order from the court. If you will point out any specific case, I will try to answer you.

Question. After they got the goods into store, do you know what proceedings were taken with regard to sales other than prosecuting the suits to condemnation?

Answer. There have been several cases—quite a good many—where property was perishing or decreasing. If you will mention any special case, I can answer definitely.

Question. Were cargoes ever kept from discharge on account of the expense of storing?

Answer. No, sir; never on that account.

Question. There was always an obvious reason for it?

Answer. After goods were put into store, there was no getting them out by any process, only by an order of the court which had placed them there. The prize commissioners never applied for an order to take goods out nor to put goods into store, unless for a special cause, and that was, depreciating or perishing.

Question. Do you know, or did you have any information, with regard to goods being taken out of the stores before the sales, and without an order?

Answer. Never, sir.

Question. Did you ever hear of such a case, either large or small?

Answer. I never heard of such a case.

Question. Did you never hear of small parcels, like a box of cigars?

Answer. Well, I have heard small rumors to that effect, but I do not often listen to rumors. I have no knowledge myself, at all.

Question. Was it your duty to return inventories of the goods on board vessels?

Answer. Whenever it became our duty to have anything to do with the goods, it then became our duty to take an inventory, and we did inventory the goods in all cases.

Question. Can you remember how many cases you took an inventory of on a discharge of the vessel?

Answer. Well, probably twenty, at a rough guess.

Question. Did you include chronometers and other nautical instruments?

Answer. As a general thing the instruments were not on board the vessel when we were called to discharge the cargo.

Question. What became of them?

Answer. In all cases, I think, they went into the hands of the marshal, either at first or subsequently. They were deposited sometimes in the hands of Mr. Blunt, I think, and sometimes they were given up by the court.

Question. You have no knowledge of any improper disposition being made of such instruments?

Answer. None whatever.

Question. Do you know, or have you any information, whether the prize commissioners, district attorney, or marshal, were in any way interested in the profits derived from the auctioneer or storekeepers, or weighers?

Answer. None whatever.

Question. You state as to your own knowledge yourself, and your belief as to the rest?

Answer. Yes, sir.

Question. Have you any idea what amount of costs have accrued to the prize commissioners in the cases pending in court, and as to which no return has been made to the Secretary of the Navy?

Answer. I have no sort of knowledge, in any way whatever, about that. I never made a figure upon the subject.

Question. You cannot form any opinion as to those which have been returned and those which are now pending?

Answer. None whatever.

Question. Now, as to the reductions made in these prize sales; and, first, in regard to the Ann. Did you give any direction to the weighers of the tea and coffee bought by Ward & Gore?

Answer. I did, sir; and that direction has been stated by the weigher himself, and accurately stated.

Question. What was your motive in giving that direction?

Answer. I was called upon by Ward & Gore first, stating that they had made a very bad purchase, and that they could not get out of that purchase without a heavy loss, and they asked whether it was not competent to make them compensation by way of tare in the property. I stated to them that I did not think it was. The weigher afterwards came with very much the same story. We had a general conversation as to the condition of the cargo. I knew Ward & Gore as having been heavy sufferers in connexion with prize property, and I did feel an interest that they should not suffer unnecessarily. When they asked me what I could do to help them, I said that we had no authority whatever to give them any relief.

Question. You took the statement of Root & Connell, and believed it true?

Answer. I did, sir. I was told that weighers had different customs in such cases, and that some weighers did grant more liberal returns than others. I do not think I got any definite idea as to how much that property was damaged.

Question. How long was that property stored there?

Answer. I do not know; it had been there some time.

Question. Were you present at the sale?

Answer. I think I was, sir.

Question. Do you remember how the goods were displayed?

Answer. I do not remember specifically in that case.

Question. You had no idea of the amount of the damage, and gave no suggestion as to how far the weighers should go?

Answer. None whatever. I did suppose it was for the purpose of getting a reduction, and it was for that purpose that I made that direction.

Question. When were you informed that they intended to apply to the court for a reduction?

Answer. I do not remember.

Question. While that application was pending, were you informed?

Answer. Yes, sir.

Question. Did you take any action with reference to that application?

Answer. None whatever.

Question. What conversation did you have with Mr. Allen on this subject?

Answer. I think a conversation came up in this way: in the absence of the district attorney he was called upon to act in this matter. He asked what was the custom, and came to me to know what there was in the case. I told him that I thought the application to refer the matter to Mr. Owen was in every way proper, and that I was going out of town, and could consequently have nothing to do with it. I think that was all the conversation.

Question. Did you suggest anything about making an appearance or giving consent?

Answer. I do not think I did.

Question. Did it occur to you that it was improper for them to apply to the court for a reduction, after you had given that direction to the weighers?

Answer. I do not think I gave the subject a moment of consideration.

Question. Do you know George Newell?

Answer. I have seen him, sir.

Question. Do you know how he is related to Ward & Gore?

Answer. I have been told that he is the father-in-law of Mr. Gore.

Question. Do you know his business?

Answer. I do not.

Question. Was he not a purchaser at these sales?

Answer. I think he was, sir.

Question. Do you remember his purchase of some 900 bags of coffee from the cargo of the Stettin?

Answer. I do, sir.

Question. Do you know the price he bid?

Answer. I do not.

Question. Do you know whether the goods were delivered subsequently at a less price than he bid for them?

Answer. I cannot say that I know they were delivered to him at a less price, but I have reason to believe they were so delivered.

Question. Do you know the auctioneer, whether it was John or Simeon Draper?

Answer. I do not remember. They were both at the sale, and each sold a lot. I do not remember who sold this coffee.

Question. Have you seen the order sent to Mr. Draper, directing the delivery of that coffee at a less price than it sold for?

Answer. I think I have seen it in that book

Question. Were you consulted with regard to that order?

Answer. I was consulted with regard to the delivery of the goods at a reduced price

Question. What was the reason assigned for making that reduction?

Answer. If I remember right, the case was presented to me by the marshal at several different interviews. It ran through more than a fortnight. The subject was discussed in various ways. I think, finally, after the various discussions, that the marshal's view of the case was presented to me in

writing, and that after hearing his view of the case, I advised, as a matter of advice, that it had better be delivered to him at the appraisal. This was part of the cargo of the Stettin. I had a very full knowledge of the condition of that cargo. In the first place my attention was called to its condition by the prize-master, when the vessel arrived here. He stated that water had been turned in upon this cargo by the crew, for the purpose of doing what they could to destroy the cargo before it fell into the hands of the captors. The cargo came here very badly damaged. When it was discharged by an order of the court, the prize commissioners superintended the discharge. They took an inventory of the cargo, which inventory I hold in my hand. This is a copy of the original document, taken from the files of the court; and as the coffee was the main thing in the case, I will confine myself simply to the coffee. The report which we made to the court at that time, when the cargo came out of the vessel, is this: one lot of coffee, marked 16 bags, damaged; another, 239 bags, damaged; next 37 bags, damaged; next lot—the marks were defaced—39 bags, damaged.

Consequently, when the case came before me—brought before me by the marshal, for I had no negotiation with Mr. Newell—I was prepared, by the perfect knowledge I had of the condition of that coffee, to acquiesce in any just and proper arrangement for its delivery at a reduction. I was called subsequently to examine a portion of that cargo, still lying in the ship, and it was so badly damaged that I did not know whether it would pay to take it out of the ship at all. I have a report of that examination, made to the court before the sales, in which this passage occurs: "that on account of the affidavits hereto annexed, that a considerable portion of the cargo was found wet, and badly damaged by salt water, and the contents of about 500 bags—the bags having been broken open—were found wet and badly heated." When the marshal presented an application for a reduction at the appraised value, I considered it a just and proper thing towards the buyer, and full justice to the government. It was made by an order from court, and my official responsibility in all cases is fully satisfied when I can sell property at its appraised value, under the sanction of the court. This report was made prior to the sale. One of the statements of this paper, signed by Mr. Gunnell, is, that this cargo was delivered to the purchaser at twenty and a half cents per pound, appraised value at the time of the capture. Now, the time of the capture was the 24th day of May, 1862, and there is the appraisal of the cargo made by the prize commissioners, indorsed by the clerk of the court, and filed October 20, 1862; and it was upon that appraisal that my judgment was based on the final disposition of that cargo. Mr. Cammeyer, a remarkably safe, honorable, and upright merchant, bred to the business, and selected by the prize commissioners for his special qualifications, made the appraisal, and I will now read his statement: "Sixteen bags of Rio coffee, musty, at twenty cents a pound," &c.—(See Exhibit.)

Question. How many bags would that foot up to altogether?

Answer. About a thousand and twenty, I think.

Mr. Jordan. Let abstracts of these papers, as you read them, be made, if you please.

Answer. I will.

Mr. Glassey. Do you know on how many bags this order was based?

Answer. I do not.

Question. Do you know that Mr. Newell bought one hundred and eighty bags?

Answer. I do not.

Question. Do you know whether he got the best or the worst lot?

Answer. I do not think he got the worst, because there was one lot sold which was almost dirt.

Question. Was not this lot described on the catalogue as damaged?
Answer. I think it was slightly damaged.
Question. Do you remember how it was exposed at the time of sale?
Answer. I do not.
Question. It sold at twenty-seven and a half cents, did it not?
Answer. I cannot say that; I do not know what it sold at.
Question. Did you communicate with any one but the marshal on this subject?
Answer. I do not remember any special communication with any one.
Question. Did you not communicate with Mr. Owen?
Answer. I did not.
Question. Was the district attorney consulted?
Answer. As near as I can remember, I stated that I would unite with the other officers of the court; if they would approve, I would.
Question. Do you remember any personal communication you had with the district attorney or with Mr. Upton on this subject?
Answer. I do not.
Question. Was that damage the sole reason assigned for the reduction?
Answer. I cannot tell.
Question. Was any other reason assigned to you?
Answer. I never remember any man's conversation. I long ago found it unsafe to repeat such conversations. I think very likely Mr. Murray and myself had some conversation on the subject, but I cannot remember any special reason given by the marshal for the release of this prize.
Question. Who gave the order for weighing that coffee?
Answer. I do not know. The weighing after the sale did not devolve upon the prize commissioners.
Question. Do you know anything about the subsequent sale of it?
Answer. I do not.
Mr. Glassey. I have a memorandum of its sale the next day at 29 cents.
Mr. Draper, (John H.) Do you know that it was 880 bags that Mr. Newell bought?
Answer. I do not know anything about it.
Mr. Glassey. You may remember the case of twelve hundred and fifty-three bushels of rice?
Answer. Yes, sir.
Question. You have stated here in writing, as a reason for the reduction in that case, that it was better than to risk the expense and uncertainty of a resale. Is there anything you now know of to add to that statement?—(See Exhibit 2.)
Answer. No, sir, nothing.
Question. Now, what was the cause assigned by Ward & Gore for obtaining that reduction?
Answer. I do not remember. I have heard since, in the course of the discussions here, that Ward & Gore claimed that they bought it by the bag, and not by the bushel. That's the only reason I remember to have heard.
Question. Do you know anything about the men named Smith & Holmes purchasing part of the cargo of the Stettin?
Answer. Nothing whatever.
Question. Do you not know that they bought goods to a large amount which they did not take?
Answer. I knew they bought goods to a large amount, and I may say I knew they did not take them, because they were resold afterwards.
Question. Did you give any directions with regard to that resale?
Answer. None whatever.

Question. Did you make any efforts to procure an enforcement of the contract?

Answer. No, sir.

Question. Do you remember ever having any conversation with Mr. Wood?

Answer. Yes, sir. Wood had been an applicant before me for appointment to the position of weigher. His manner, perhaps, may be entirely justifiable, but sometimes he was very offensive to me. When the case was presented to me by Mr. Wood, I knew that he came there for a sinister purpose—that he had no honest purpose—that he was there for his own purposes; and although I desired to be civil to Mr. Wood, as I had always been, I was greatly annoyed that he should attempt to enforce upon me a demand, which he had made over and over again, to be made weigher, by bringing forward any other subject so offensively in order to compel me to appoint him. He has quoted language which he said I used; I hope I didn't use it, because it was in bad taste. My purpose was to pass the subject over without any sort of conversation with Wood.

Question. You did not then attempt to enforce this contract with these parties?

Answer. I did not.

Question. Do you know whether the marshal did?

Answer. I do not.

I wish to remark further as to Mr. Wood. I desire to say that he failed to recollect the other day one or two material points on which I cross-questioned him. He stated that he met me in the vestibule of the court-building, at the foot of the stairs, and that he had an order in his hand from the marshal to be appointed weigher, &c. The fact is, he peremptorily demanded to be appointed weigher that afternoon, or he would go to Washington and report me to the Secretary of the Navy. I simply stated to him that I could save him that trouble; that I received my appointment from Judge Betts, and that he had better go to him with his complaints. He says he did not remember that such a conversation occurred. Of course I do not intend to impeach his testimony. I only say that this is true.

Question. Were there any other cases, to your knowledge, in which reductions were granted without an application to the court?

Answer. I do not recollect any specific cases. I do remember one or two cases in which I did advise some reduction, but I should think one of them was in a note to Mr. Draper, and perhaps in one or two other cases I may have been called upon to give some advice relative to the delivery of goods at a reduction.

Question. Do you know whether the amount of the reduction obtained by Ward & Gore in the case of the Ann has ever been repaid?

Answer. I do not know. I have heard several statements about it, but I have no information as to that payment.

Mr. Benedict. It is still pending in court.

Mr. Glassey. Do you know about the sale of 613 bags of coffee to Mr. Harris, from the schooner Wilder?

Answer. I have not the slightest recollection about that.

Question. Were you present at the sale of the cargo of the Solidadcos?

Answer. No, sir.

Question. Do you know anything with regard to that sale?

Answer. I do not, sir.

Question. Who appointed the weighers in that case?

Answer. I do not know.

Question. Who were the weighers?

Answer. I do not know, sir.

Question. Now, with regard to the schooner Troy, and with regard to the propriety of the government officers receiving fees in that case, will you tell us in what way the bill of costs of the prize commissioners was made up, and what was done generally?

Answer. Yes, sir; I can tell you that. The prize commissioners' office or my office was in the court-building. I was called upon by some messenger in the marshal's office for the bill of the prize commissioners in the case of the Troy. I was asked if the bill was made up, and I stated that it was not.

Question. Can you give the date of that call?

Answer. Probably the 10th or 11th of December, or thereabouts. I was asked to make up the bill of the prize commissioners in that case. I stated that I would as soon as I could. I did not do it myself, and never have been able to get time to attend to details of that sort, and therefore I could not attend to making up the bill as soon as it was wanted. I was asked to make an estimate of what we would be satisfied with. After one or two conversations, I said $150, and that amount was paid me.

Question. By whom?

Answer. It came from the marshal's office in some form.

Question. What action had the prize commissioners taken in that case?

Answer. They had taken the testimony, I think. Out of one hundred and forty-odd cases I cannot always remember what was done in any particular case. I find here the tax bill of the prize commissioners. I stated to Mr. Smidt yesterday that I thought that bill had not been filed. I went to my office to-day, and thought I should find the bill there taxed, but I failed to find it. I sent a clerk to inquire whether it had been filed. He brought back a report that it had, but I cannot now find that it has been filed. I have here a copy of the taxed bill. The gross amount of it is $185 40, though we were paid only $150.

Question. You do not, then, know whether that is on file or not?

Answer. I have mystified myself so much about it that I do not wish to state anything further about it.

Question. What personal connexion did you have with that matter of the release of the Troy.

Answer. After the costs were paid, perhaps several days after, I was called upon by a gentleman who, I believe, in some way, represented the property which had been surrendered, and several conversations occurred between him and me upon the subject; but, to repeat these various conversations, as I said before, I have no talent for repeating conversations, but he made many complaints in various ways. It has been my practice, never deviated from but once, to listen to every complaint of every kind presented to me at my office relative to the prize proceedings. In this case I listened attentively, and at first felt a good deal of sympathy, and I was desirous of having him satisfied that he had not been unfairly dealt by. My full presumption was, that he was making unnecessary complaints—pursuing his own interests in his own way. I did all I could to reconcile him to the exigencies of the case. He asked me on one occasion if I would not try to get back for him part of the costs. With a natural weakness which I am guilty of, I ventured to try and get him satisfied, and did, in his behalf, some things which I greatly regret. As to what I did, if you ask specifically, I will try to answer.

Mr. Smidt. Will you look at these papers and see the date of the decree of restitution?

Answer. This is dated on the 10th of December, 1862.

Question. Will you now tell us, from the papers, the date of the decree of condemnation?

Answer. It is the 5th of December. It was filed on that date.

Question. Be kind enough to look a little further, and tell us the time the libel was filed.

Answer. It was filed October 1, 1862.

Question. Now, was the schooner "Troy" ever brought into this port?

Answer. I think not.

Question. What did that cargo consist of?

Answer. It consisted of cotton.

Question. How much?

Answer. I have no personal knowledge about the quantity.

Question. Does it appear upon these papers?

Answer. Here is a document signed Robert Barton, sworn to before me, which states that the cargo was sixty-six packages of cotton. That is all I know about it.

Question. How was this cargo appraised, and by whom?

Answer. I have no knowledge whatever.

Question. I see at the head of your bill of costs, which you did have taxed, the value of the cargo is put down at $——. Where did you get that item from?

Answer. I have no knowledge.

Question. Now, look at the other bill and see how it compares with your own appraisal?

Answer. Here is a statement of the whole proceeds of the cargo at $16,004, and we estimated it at $12,500. It seems we did not estimate it at enough in making up our costs.

Question. Did the prize commissioners have access to the bill of sale of that vessel?

Answer. I never saw it. I do not remember of ever hearing it spoken of.

Question. Or of the register of the vessel?

Answer. No, sir; the register may have been in the papers of the case which came before the prize commissioners, but I have no recollection of it.

Question. Now, will you state your connexion with the cargo of the Napoleon so far as the purchase of Nevins & Co. was concerned?

Answer. After the sale of the cargo of the Napoleon it was brought to my knowledge in some way. I do not remember how it first came that Nevins & Co. claimed an allowance. I heard various statements about it, but I do not know that I can give any detail, or name any person who spoke of it in any way whatever. It was by an order of the court that the case came before me as a prize commissioner.

Question. Did you see or hear of any letter from Mr. Seward, Secretary of State, in regard to this matter of the Troy?

Answer. I do not remember that I ever saw such a letter, or heard of it.

Mr. Smith, (district attorney) Do you remember coming to me, and wanting me to remit something from my costs in the case of the Troy?

Answer. I do, sir.

Question. Do you remember that you put it expressly upon the ground that this man Penniman was very poor?

Answer. I think I did. I put it on the ground of a favor to him entirely.

Question. Was there a word said about the amount of the bill being large at all; and if there was, did I not say it was a correct bill?

Answer. Yes, sir; I think I did plead for this man, not exactly out of charity, but he seemed to be suffering.

Question. Do you remember that I said that paying back any of the money would be misconstrued?

Answer. You did, sir.

Question. And did I not refuse to do it?

Answer. Yes, sir; I plead very hard for the man, and now I am getting my pay for it.

Question. Was there any conversation between that man and me?

Answer. Not that I know of; his interviews were with me alone always. The same facts occurred also with reference to Mr. Upton. I had but one purpose—he claimed to be very badly off, and I wished to help him. I believe that had it not been that the relations between myself and Mr. Smith, and myself and Mr. Upton, were very intimate and friendly, that it would not have been granted by them. I think it was owing to that entirely that they consented to do anything about it.

Question. Do you remember that, finally, after you had importuned me on several occasions, I said, "Well, do just as you please; I will pay back the whole if you say so?"

Answer. I do, sir; I remember that. I supposed I had full authority from Mr. Penniman to settle the matter, and that whatever I said he would be perfectly satisfied with, and make no further complaint. I would not have touched the matter at all if I had not have had that impression about him.

Question. Did you, or not, prepare any paper as a report in this matter?

Answer. I prepared a paper in which I expressed my understanding of my position in this case towards Mr. Penniman, and towards every gentleman connected with the case, and I presume the paper I have in my hand is a copy of it.

Mr. Smidt. That paper states very nearly what you stated here in regard to your action?

Answer. I cannot tell without reading it. I undertook to make an amicable adjustment of this man's claim. I found him very unreliable. He was willing at one time, and unwilling the next time. I undertook to write out the case, and this is the paper.

Question. What did you do with that paper?

Answer. I never signed it.

Question. To whom did you hand that paper after you had drawn it out?

Answer. I handed it to Mr. Penniman.

Question. Do you recollect the date?

Answer. I do not.

Question. Do you recollect receiving a letter on the same day from Penniman?

Answer. I have no doubt I received a letter.

Question. Is that a copy of it?

Answer. I presume it is.

Question. Will you be kind enough to read that letter?

[Mr. Elliott read the letter.]

Mr. Smidt. I suppose he assented to the settlement you made?

Answer. I supposed that he did assent, and was thereby shut off from all terms for all time; and I suppose when he took that paper away he had it copied, when he promised that he would not. I then resolved to have nothing further to do with him.

Mr. Smidt. I did not know that he had promised *not* to have it copied.

Answer. I have no fault to find.

Mr. Smith. Do you recollect my saying, in substance, on one application you made to me to refund some part of the cost—do you remember my saying, "Mr. Elliott, this is a perfectly square thing hitherto, and if a cent is paid back he will think it isn't square?"

Answer. You did, sir, most emphatically.

Mr. Smith. And finally I concluded I had character enough to risk the consequences of paying the money back, inasmuch as he represented himself so very poor?

Answer. I think you did.

Mr. Smidt. When did you ascertain that the marshal, of his own volition, had paid back $200?

Answer. I got that from the marshal.

Question. Are you sure that he said he paid back $200?

Answer. I am not sure of anything which occurs in conversations, but I think so.

Mr. Benedict. What profession were you brought up to?

Answer. I have been a merchant in this city for a long period of years.

Question. We have been acquainted a long time, have we not?

Answer. Yes, sir.

Question. You were bred as a merchant, first as a clerk, were you not?

Answer. Yes, sir.

Question. Then you became a jobbing merchant?

Answer. Yes, sir.

Question. In what line?

Answer. First in hardware, afterwards in iron.

Question. Did you have a large warehouse?

Answer. Yes, sir.

Question. And did a heavy business?

Answer. Yes, sir.

Question. Have you much experience and knowledge as a merchant in New York?

Answer. I suppose I can say so.

Question. Was this known to Judge Betts?

Answer. Yes, sir.

Question. I ask these questions to show you, Mr. Solicitor, that Mr. Elliott was a competent man to act as an expert in the various matters brought before him. It is sometimes said, Mr. Elliott, that you are a relative of Judge Betts. How is that?

Answer. His father's brother married my father's sister, and his half-brother married my cousin. There is no consanguinity between us in any form. We are very distantly connected by marriage, that is all.

Question. Does your experience enable you to state whether it is a very expensive charge, connected with storage, to have to cart property through the streets of this city?

Answer. Yes, sir; it is a very expensive undertaking.

Question. It is usual for dealers in iron to have large warehouses of their own?

Answer. Yes, sir.

Question. And to have cartmen, also?

Answer. Yes, sir. I have myself paid $5,000 a year cartage, and the property did not exceed a million of dollars in value.

Question. Have you much knowledge of the various storehouses in New York?

Answer. I ought to have, I think.

Question. Do you think it would have been proper for the keepers of the Union stores to have allowed persons to examine prize property which was displayed there indiscriminately, and without any of the officials in charge?

Answer. I should think it manifestly improper.

Question. Have you any reason to doubt that they were careful storekeepers?

Answer. None whatever.

Question. Have you any reason to believe that any of the property was stolen from their stores?

Answer. I have no reason to believe any such thing. I have the fullest

confidence that Ward & Gore are faithful warehousemen. I have no doubt of it. As to the amount of their bills, I do not know anything about that. I never knew them before they became warehousemen in prize cases. I inquired about them before I put the prize property there. They gave good references, and I was satisfied it was a proper place to put the property.

Mr. Smidt. In regard to the Napoleon, it is stated in this circular letter that no cargo was brought in. Do you know how this cargo was brought in?

Answer. Probably by transport ship; but I do not know.

Mr. Upton. The Napoleon was a prize vessel without any cargo.

Mr. Benedict. Was the cargo of the Stettin sold under the direction of the prize commissioners, or that of the marshal?

Answer. Under the direction of the prize commissioners.

Mr. Jordan. Do you know of any person in any way connected with the custody or sale of the prize property, or with the proceedings for its condemnation, or in any way connected with the disposition of the proceeds of that property, who has received any emolument, pecuniary or otherwise, other than what is exhibited in his accounts in the various cases?

Answer. I know of no such case in any way whatever.

Question. Do you know of any arrangement or understanding of any such person by which he expects to derive any pecuniary or other advantage different from that which I have described?

Answer. I do not, sir.

Question. Taking the whole of these proceedings together, from the inception of them to the present time, what is your judgment as to the honesty and fairness and discretion with which the business has been managed, and with which the various parties connected with it have discharged their duties?

Answer. I should think, generally, their duties had been discharged with great fidelity and with ability; I know of no instance to the contrary. I believe there has been a desire, all the way through, to do a very difficult work without any sure guide, as far as I know, as to the administration of this great trust, and to do it with fidelity and ability.

Question. How, in your judgment, has the management of this property been conducted, compared to what it might have been had it been the property of private persons?

Answer. I think it would probably have been better managed by private persons, because they are accustomed to the management of such property.

Question. But how if you had been trustee for private persons?

Answer. I think it was as well done as it could have been done in such a case.

Question. I think you have already stated that the property sold for as much as could well have been realized?

Answer. I have not so stated, but I think it sold very high. I did not attend all the sales, but so far as I have any knowledge or capacity to form any opinion, I think the prices have universally been high.

Question. How, in your judgment, have been the charges for storage particularly, and also for handling and custody, compared with what they would have been had they been stored in this city, including all the circumstances affecting it?

Answer. I have never had any means of forming a comparison. I have never stored anything in this city excepting iron, but I felt when I was called upon to act in this case that the Union stores particularly, close alongside the water as they were, and deep water, too, where vessels could be cheaply and conveniently discharged, possessed greater advantages than any warehouse that could be found in the city of New York. That was my general impression, with no specific knowledge on the sub-

ject. I am not prepared to say what accommodations might have been secured in this city.

Question. In regard to these cases of failing to take the goods in pursuance of accepted bids, have there been more or fewer instances of that kind than might have been reasonably expected?

Answer. I should think them very few—fewer than would have been likely to occur in any other way. It has been a work of infinite difficulty to the marshal to meet the cases claimed for reductions. As to the judgment displayed in making them, of course, people may differ, but it has been more difficult than gentlemen not connected with the prize proceedings can have any idea of.

Question. As to making allowances on goods after their sale, have there been more or fewer than would naturally occur in the disposition of any other like quantity of property?

Answer. I should think no more, and probably fewer.

Question. Should you think any officer of the government had been guilty of allowing himself to be influenced improperly? Have you any knowledge which indicates anything of that kind?

Answer. No, sir, nothing whatever.

Question. Has any case arisen where, in your judgment, any serious charge of negligence could lie against any officer in regard to these reclamations?

Answer. I should think not, sir.

Question. Are you prepared to say whether vessels have been properly cared for; whether their condition has been properly looked after, and the vessels preserved from deterioration and decay?

Answer. I am not.

Mr. Smidt. Do I understand you to say that the arrangements for these sales have been made in the same manner as they would have been if you had been preparing to sell your own property?

Answer. I did not say so.

Question. In what respect would they vary?

Answer. Well, as a merchant, I should have selected warehouses for sales-rooms more spacious, and, perhaps, sold more by sample; but this prize property must be sold in presence of all the property, and therefore, to move the property to more acceptable sales-rooms would involve a very heavy expense, and we thought the goods ought to be sold where they were.

Question. Is there anything else where you would vary the arrangement?

Answer. Well, it is quite likely I should. I have only dealt with the facts as they were before me. If it had been my own property, I have no doubt I should have varied my mode of selling.

Question. Would you not have arranged it so that persons desiring to purchase might have a better opportunity to examine the goods?

Answer. Undoubtedly.

Mr. Jordan. I presume Mr. Grinnell feels some interest on this point, but there seems to have forced itself upon all minds the conclusion that no charge of this sort of any serious import can lie against these gentlemen for the practical reason, in which all seem to concur, that these goods brought rather unusually high prices. We have, therefore, as by common consent, dropped examination upon that point.

Mr. Smith. And because they did bring such high prices was one argument I always adduced why Mr. Draper ought to continue as the auctioneer.

Mr. Smidt. Do you know of any instance in which goods bought, but not called for, were sold over again, and in which the parties bid again, and bought the goods over again?

Answer. I do not remember except in the case of Smith & Holmes.

I think there have been such cases in other sales. I do not know that I can specify, but I feel very confident that there have been.

Question. And at the second sale got the goods less ?

Answer. That I cannot say.

Question. Have you heard of their doing so under assumed names, or through other parties ?

Answer. I do not know that I have.

Question. You produced here this morning your agreement between the prize commissioners and Ward & Gore. Have you examined the charges made by Ward & Gore to see whether the prices charged by them were the usual charges ?

Answer. Their bill never came before me in any form.

Question. You stated that you have had some experience in storage ?

Answer. No, sir ; I stated that I had no experience except in iron.

Question. Do you know about the usual rates of storage ?

Answer. No, sir, none whatever.

Mr. Benedict. You stated that you would have chosen more spacious places for the sale of your own goods. Did you mean more spacious than the stores of Ward & Gore ?

Answer. I mean more spacious exhibition rooms, and unincumbered with other property.

Mr. Smidt. Do you know of a sale of coffee on the 8th of April last from the Scotia or the Anglia ?

Answer. I was not present at either of those sales, and do not know.

Examination of Ethan Allen, esq.

Mr. Glassey. What position do you hold in the office of the district attorney ?

Answer. I am first assistant district attorney.

Question. What branch of the business of the office is under your special charge?

Answer. I attend to revenue or custom-house business.

Question. Have you, ordinarily, anything to do with prize cases?

Answer. Nothing at all.

Question. Do you remember signing a paper in connexion with that case of the Ann?

Answer. I recollect signing a paper consenting to an order in that case.

Question. The signature is "E. D. Smith, district attorney, per E. A.?"

Answer. I think that was so.

Question. Will you state under what circumstances you came to write that signature?

Answer. It so happened that both Mr. Smith, the district attorney, and Mr. Andrews, his assistant, who has the special charge of his prize business under Mr. Smith, were both absent in Washington, and the business of the office was left in my charge. This order, in connexion with the affidavits and the report of Mr. Owen thereon, was presented to me. It became my duty, as being the only one left in the office, to act upon it. I looked at the order and affidavits and the report of Mr. Owen, whose report I looked at particularly before I consented to sign this paper, which I did in the absence of these gentlemen. I recollect considering the report of Mr. Owen a very strong one, and having great confidence in it, and supposing that any such report would justify me in signing such a paper, which I did. I had no other notice than that. I granted the papers, and I supposed at the time they were all right. I either found a notice attached to the papers, or else I took that to be sufficient notice. I signed it upon the report of Mr. Owen in the absence of Mr. Smith and Mr. Andrews.

Mr. Smith. It would not have made a bit of difference; if I had have been here I should have signed it.

Mr. Allen. The affidavits I did not examine so carefully. I examined specially Mr. Owen's report, and saw that he unequivocally reported to make the remission, and upon that I signed it.

Mr. Smith. Did any person ever, directly or indirectly, give or cause to be given to you, or was there ever offered to you in any way, expressly or tacitly, any value or promise of value in respect to that consent which you signed?

Answer. No, sir; never before or since, nor at any time. My entire connexion with it occupied about five minutes. If Mr. Andrews or Smith, or either of them, had been at home, I should have had at once referred the matter to them. I recollect the next morning after Smith and Andrews came back from Washington I stated to them that I had signed such a consent. Mr. Smith said I do not know anything about it, but I presume it all right. Some days afterwards Mr. Smith referred to the matter and said it was a mistake, and it must be examined into.

Mr. Smith. That is the only prize case you had any connexion with, was it not?

Answer. Yes, sir; it was the only time I ever put my pen to paper in connexion with any prize case.

Question. Do you know or have you ever had any reason to suspect that any offer, promise, or understanding was ever given or had in my office to Mr. Andrews for official action in any matter of any kind or description?

Answer. No, sir; nothing in any way or shape, and for that matter, I might add, private business also, for there has been nothing of the kind in connexion with any business of the office.

Mr. Upton. Is it within your recollection now that Mr. Andrews and myself were called out of the city together?

Answer. Oh, yes; I think Mr. Upton was absent at the same time.

Question. Do you not recollect that the district attorney being in Washington, a despatch came saying the Secretary of the Navy desired our attendance there as soon as possible?

Answer. I recollect that. Now that you call it to my mind, I think Mr. Smith went first, and then you and Mr. Andrews went, and it was during that absence, all of you, that this took place. I think now, if you had not been absent also, I should have asked you about the matter. I was left entirely alone in the city, and acted safely upon the report of Mr. Owen.

Examination of Charles Jenkins.

Mr. Glassey. What business are you engaged in?

Answer. I was formerly in mercantile business, but am not now in any business.

Question. Have you attended any of the prize sales held in this district?

Answer. I have.

Question. Have you bought goods at these sales?

Answer. I have.

Question. How many times have you attended there?

Answer. Well, I think some three or four times.

Question. When you went to attend the sales, did you intend to buy?

Answer. That's what I went for in ever case.

Question. Were you prepared to pay for what you bought?

Answer. I always paid cash for what I bought?

Question. Will you state anything you know in regard to the manner of exhibiting the goods?

Answer. I considered it an unfair way to exhibit the goods. The goods

I went to see I couldn't see, and I had very little time to examine any goods. The first sale I attended was that of the Major Barbour. I bought $6,000 worth of cigars there. A box would be held up, and each buyer grabbed what he could get. I bought altogether eighteen thousand cigars, and paid $6,000 for that lot.

Question. Was it practicable to get at the goods before the sales commenced?

Answer. No, sir; we could not see them before the sale. They were not in the stores at all in the sale. They had a rope drawn around them, so as to form a ring. By chance I got in, and near the cigars, and I would grab as much as I could, and bid on them. I went with the intention of buying the entire lot, but they were exhibited in such a manner that I had no means of forming an opinion. I had just a look at the article, and then bid.

Question. Had these goods been previously in the warehouses?

Answer. Oh, yes, sir.

Question. How did you learn of these sales?

Answer. Through Mr. Draper. He told me of this sale, and I went over.

Question. Before the sale?

Answer. I think I asked to be shown the goods before the sale. They said they had no means of exhibiting the goods, except on the morning of the sale; and then they were exhibited only in that manner in which they were thrown out.

Question. Was it just the same at other sales?

Answer. At other sales the goods were sold by the bunch. A case purported to contain a certain quantity of goods; but you bought it like "a cat in a bag," if you got what was represented on the catalogue you were lucky; but you must pay your money before you got your goods, and there could be no reclamation.

Question. Did you ever get reductions or reclamations?

Answer. Yes, sir, in two cases. The first case was the cargo of the Stettin. I went to the first sale of that cargo, but couldn't buy any goods. These gentlemen, Smith & Holmes, who bought so largely, over-bid on everything, so I came away after buying only three or four hundred dollars' worth. At the second sale I bought two thousand and fifty dollars' worth. I bought goods in packages represented to contain a certain number of pieces. When I got them to the store I found six pieces short, and these were of the finest and highest-priced goods. Mr. Ladd was connected with me in this sale. He said, "I will do all the work of finding a market for the goods for a share of the profits." After we got the goods into the store we discovered this deficiency. Mr. Ladd said, "I'll make that matter all right; I will complain at the marshal's office." He said they knew where the goods were gone, and he said he knew where they had gone. The moment he went there and made the claim it was allowed at once.

Question. Where did Mr. Ladd say these goods had gone?

Answer. He said they were distributed around in the building where the marshal's office was.

Question. What was the other case in which you got a reduction?

Answer. It was on a purchase of eight bales of bleached shirtings, on the ground of their being badly damaged. At the sale merely the ends of the bales were opened, and they did not exhibit any damage, but when I got them into store I found them badly damaged. I went to Mr. Draper about it, and he said I had no right to make any claim on account of damage, because it had been expressly stated at the sale that no such claim would be allowed. I then tried to dispose of it. I sent to the Staten Island Bleaching Company to see if I could have them refinished. They took two or three bales, but they did not succeed very well, and then said they would'nt do

any more, because they were so badly damaged. I wanted them to take the entire lot; but they refused on account of their being so badly damaged. I then told Mr. Ladd about it. He said he didn't know why we couldn't get allowances as well as Ward & Gore and other people. He went down and saw Mr. Gray, and employed him in the matter. Mr. Gray made out a statement as I stated it to him. It was presented to the court, and an allowance was made of $880 and odd. Mr. Gray obtained the claim in consideration of $200 for his fees. I was in at Mr. Draper's one day, and he told me had to deduct fifty dollars to give to Mr. Upton for not making objection to the claim; and so $250 was deducted instead of $200.

Question. Do you know or have you heard of other cases similar in principle to that?

Answer. I do not know of any claims except my own. I bid upon the tea which was sold from the cargo of the Ann, and I heard afterwards that there was a large claim made for allowance upon that tea by the purchaser. The principal competitors, after a certain price for that tea, were Ward & Gore and myself. I do not recollect that price, because I was governed entirely by a tea broker to tell me the value. We came to the conclusion, after a certain price, to let it go.

Question. How high did you bid before you let it go?

Answer. I think it was thirty-six cents a pound.

Question. What price did they pay?

Answer. I think over forty cents a pound; but the broker considered that we couldn't make anything out of it, and he didn't see how they could, unless they did it in the weight. I told them, said I, "Gentlemen, why don't you stick to the rule, and sell by the lot, and not sell by weight." I had plenty of money, and thought I could get a large lot which smaller buyers wouldn't buy. They said, "We will do as we please." The ordinary rule was to sell by the lot, but in these cases they sold by the pound. It was the general conclusion that no one had a chance against Ward & Gore, because they had the goods in possession, and could sample them, examine them, and even sell them before the auction. We therefore concluded that we had no chance at all.

Question. Now, what was the condition of that tea; how did it appear?

Answer. That I cannot tell.

Question. How was it stored?

Answer. That I cannot tell.

Question. Was it piled up?

Answer. Yes, sir. I have no judgment of the tea, I took the judgment of this broker.

Question. Who was that broker?

Answer. Mr. Edgerton. He is a regular tea broker. He was brought to me by Mr. Ladd.

Question. Do you remember a sale of lead from the cargo of the Stettin?

Answer. I recollect that some lead was sold once, then resold at the second sale, and then resold again afterwards.

Question. At what price was it sold at the first sale?

Answer. I bid seven and three-quarters; finally, Ward & Gore bid eight, and it was knocked down to them.

Question. Did they take it?

Answer. No, sir; it was resold again afterwards?

Question How much was there of it?

Answer. Forty thousand pounds. Mr. Lovejoy finally bought the lead, but I had an interest in it. We received two hundred and fifty dollars from my share of the profits from Lovejoy. He bought it at the third sale at five and a half cents.

Question. What share were you to have?

Answer. Mr. Ladd had a half interest with me, and I half, and we received two hundred and fifty dollars.

Question. Was anybody else but Ladd interested in your operations?

Answer. Yes, sir; my brother-in-law, Mr. Hunter, was interested with me.

Question. Had Mr. Draper any interest in your purchases?

Answer. No, sir; Mr. Wilder had an interest in the cigars of the first purchase, but the purchases after that I bought in my own name. I told Mr. Ladd if he would do the work of selling, &c., I would give him a share of the profits.

Mr. Upton. I do not recollect of ever seeing you before. Do you know me?

Answer. I never saw you before.

Question. Do I understand you to say that on that reclamation on your purchase of shirting an agreement was made with Gray to do the business for you for two hundred dollars, but that subsequently he charged you two hundred and fifty dollars, averring as a reason that he paid fifty dollars to Mr. Upton for not opposing?

Answer. I feel very confident that that is what he told me.

Question. How long have you known Mr. Draper?

Answer. I have known him fifteen or eighteen years.

Question. How long have you been on terms of intimacy with him?

Answer. Well, perhaps eighteen months.

Question. Constantly since that time?

Answer. I have bought a good many stocks from him.

Question. You are in there frequently, almost every day?

Answer. No, sir. Every day I am down town I go in to see him. I do not get down town every day.

Question. Now, Mr. Draper stated here that that reduction was made because you bought the goods for linen?

Answer. No, sir. I made a claim for a reduction because the goods were very badly damaged.

Question. Another gentleman who has testified here, but I forget which one of them, has stated that the sole ground on which you made any reclamation in that case was because others made reclamations.

Answer. I stated to Mr. Draper about the damage of these goods. He said, "You have no right to make a claim for a reduction, because they were sold on the express condition that no reclamations would be allowed;" but Mr. Ladd told me he didn't see why if others got reclamations for goods badly damaged, he didn't see why I shouldn't get a reclamation.

Question. Did you tell Mr. Draper that that was the ground of your claim—that others got reclamations?

Answer. No, sir. I claimed a reclamation on the ground of damage, but considered that I should have no right on such a ground unless there had been a precedent for it.

Question. Mr. Ladd was interested with you?

Answer. Yes, sir. The whole of the goods I bought. They were bought, held, and owned by me. I told him if he would attend to the work of selling, &c., I would give him one-quarter of the profits.

Question. You stated that Mr. Draper had no interest with you in any of these purchases.

Answer. That is so; yes, sir.

Question. You purchased some Champagne wine; did he have any interest in that?

Answer. No, sir. I lost money on that purchase. Mr. Draper bought one or two cases of me, which he paid me for, but he would not have any more of it.

Question. All this while that you were over there attending these sales you were going every day into Draper's office?

Answer. I may have gone in there almost every day, but it was my business to go there every day, and I can tell you the reason: I bought very largely of stocks, and Mr. Draper used to buy and sell them for me. I frequently bought a thousand shares and paid him cash for them. For the last year and a half a friend and myself have been buying stocks and bonds of various kinds, and we generally took Mr. Draper's advice what to buy. It was by buying stocks and bonds through him that I heard of these prize sales, and having money to invest I thought it was a good chance to make something. I paid my money in good faith for the goods I bought. In the case where there were six pieces short, I told Mr. Ladd I had paid for the quantity which was not there. Mr. Ladd said he could obtain the reduction at the marshal's office, because he said he knew where the goods had gone. He made the claim and got the money. He said the goods had gone somewhere in the building.

Question. In that case there was no application to the court, as you know of?

Answer. I do not know.

Question. Did you employ Mr. Gray in the application which was made to the court in another case?

Answer. Mr. Ladd employed Mr. Gray with my consent.

Question. Did you sell that lead to Lovejoy?

Answer. We bought it together.

Question. How was it that your profits amounted to two hundred and fifty dollars?

Answer. Mr. Ladd went over there to make arrangements to buy it. I told him if we could buy so as to make something I would advance the money. Lovejoy was there, and he said he would buy it and share the profits.

Mr. Benedict. In whose name was that Champagne bought; was it in your name?

Answer. No, sir. The bill was rendered to me on the order of the marshal.

Question. How much did you buy?

Answer. I think I bought eighty-nine cases.

Question. You did not bid for it at all?

Answer. No, sir.

Question. Were you at the sale?

Answer. Yes, sir.

Question. Then your interest was subsequent to the sale?

Answer. Yes, sir.

Question. What became of those eighty-nine cases?

Answer. I can tell by referring to my books. I had it all repacked. I think Mr. Draper had two cases, twelve bottles in each case. I think Mr. Ladd had some. I could not tell who else without referring to my books.

Question. I assume that all these funds are your own funds?

Answer. Yes, sir. I am living upon my money, sir.

Question. Those cigars, too, you bought on your own account?

Answer. Yes, sir, with Mr. Wilder. Nobody else had any share in that purchase.

Question. Did Mr. Draper have any of those cigars?

Answer. Mr. John Draper had some of them.

Question. Did the marshal have any of them?

Answer. No, sir. I told John Draper if he wanted any cigars, that is any reasonable amount, he could have them at what they cost me. He

said, "No, you go over there and spend your money, and I will pay you the price for which you sell them to anybody else."

Question. Can you tell me the profit you made?

Answer. I made a good profit. I went there to buy the whole cargo.

Question. What did you buy from the cargo of the Stettin?

Answer. Here is a bill of what I bought.

Question. (Looking at the bill.) Was that chest of tea your bid?

Answer. It was either mine or Mr. Ladd's.

Question. Was that bid claimed by anybody else?

Answer. I believe it was claimed by Ward & Gore, and was decided in my favor.

Question. How did you know that Ward & Gore claimed that bid?

Answer. I knew them by sight, and they were there at the time.

Mr. Smidt. Will you be good enough to look at this paper, and tell us whether that is the order under which you got the Champagne?

Answer. Yes, sir.

A further examination of J. H. Draper.

Mr. Glassey. It has been stated here that you and your father withheld money, the proceeds of these sales due to the marshal, in one instance withheld six months; will you tell us about that?

Answer. I have here a statement of all the cargoes we sold, with the names of the vessels, the last payment of the last purchaser, and the date of payments made to the marshal. In the case of the Hiawatha, the last payments on the purchases was made on the 14th of December. Before that, the marshal asked for some money on account and got it. On December 20 we paid the balance. This paper is a statement taken from our books by one of our clerks to-day.

Mr. Benedict. What we want to know is, how long you kept the money?

Answer. We could not close the sale till we got the money.

Question. That evidently is not an answer to the inquiry as to how long you kept the money.

Answer. Mr. Upton, I think, stated that we kept it six months, and then backed out.

Mr. Upton. Is not this the first fact in relation to your receipts and payments, that you never made a full settlement at all, but paid over amounts from time to time, always keeping a balance in your hands? Did you ever pay over all the balance in your hands?

Answer. I think we did. At all events, our cashier can tell you that we always had a large balance in bank.

Question. Do you not think that large balance was on account of prize proceeds?

Answer. No, sir.

Question. Do you not know that the cases lapped over from one to the other, so that before you made payment of the proceeds of one sale you received the proceeds of another?

Answer. If that ever occurred, it was only in one or two instances. There was no time when, if money was wanted.

Question. Now, in relation to this sale of coffee by the Solidadcos, do you remember of the marshal's sending for the weigher, and his coming?

Answer. Yes, sir.

Question. And an interview was had between the weigher, you, your father, and the marshal?

Answer. Yes, sir.

Question. Now, I want to call your attention to a subsequent period,

when you were returning from a sale in Brooklyn, when this subject was brought up, and you were desired by the marshal to make a more full investigation in regard to that matter of weight. Do you remember that?

Answer. I do not.

Question. Do you not remember of his making a request of you to make a further inquiry into that matter?

Answer. I do not. I think I have asked the weigher once or twice since if it was a fair return.

Question. Did you not address to the marshal this note in reference to the matter?—(See Exhibit 33.)

Answer. That is my note and handwriting, but I do not know whether it referred to that or not. It may have referred to that. I have no doubt it may have been that. I supposed the return was all right, but afterwards, seeing Mr. Scott and others, and talking with them——

Question. But stop; this occurred before the weigher was sent for.

Answer. Oh, I saw them afterwards, and they told me they didn't think the return was correct and right. I asked Thurber if it was a fair weight. He said it was, and he says so now; but seeing these gentlemen, I was led to believe that the weight was not a true and just weight.

Question. This weigher was examined at your office, and it was after that that you wrote that note?

Answer. It may have been after or before. It doesn't seem to me that there could be so much time between. It doesn't say in the note that it belongs to that coffee matter.

Question. Have you been asked by the marshal to investigate, or have you undertaken to investigate, any other matter than that to which this note might refer?

Answer. I do not know of any other, and I do not say that this note does not refer to that.

Question. Can you now refer that letter to any other subject?

Answer. I cannot; and I cannot refer it to that.

Question. Then, if it refers to that, did you make any more investigation into the matter upon which that note was written than you have already stated?

Answer. I do not recollect that that note was written on that matter. If I thought it was written on that matter I would have no objection to state it.

Examination of Joseph H. Gray.

Mr. Smidt. You are a lawyer, are you?

Answer. I am.

Question. Have you been engaged in prize cases; and if so, in what relation?

Answer. I have, in a good many different relations.

Question. Have you been engaged as counsel in prize cases?

Answer. Not strictly that; I have been engaged as attorney in some prize cases, in collecting bills and obtaining reclamations.

Question. How many cases of reclamation have you been engaged in?

Answer. I think three. The first was Mr. Lockwood's.

Question. What reclamation did he obtain?

Answer. It was somewhere between two and three hundred dollars for oil which Mr. Draper decreed should be rewantaged before he could obtain it. When he came to pay the money he refused to pay the rewantage, but after a while he paid the whole amount demanded, and came to me to get a reclamation. He said instead of it being oil it was water. He said the mark that was on was put on a month before the sale.

Question. Did you make an application to the court for a reclamation?
Answer. I did.
Question. Was notice given to the district attorney and counsel for captors?
Answer. I do not recollect exactly; I think it was given to them.
Question. How long a notice?
Answer. The notice of the presenting of the petition is dated December 20, 1862, and states that a petition would be presented on the 26th. I presume notice was given on the next day after the notice of presenting the petition.
Question. You got that reduction?
Answer. Yes, sir.
Question. Was there any opposition made by the district attorney or counsel for captors?
Answer. No opposition—nothing that could be called opposition. They examined the papers in my presence, and before Mr. Elliott, and said they should bring nothing to oppose.
Question. What was the next case?
Answer The Ann.
Question. When were you employed in the case of the Ann?
Answer. I cannot tell the date.
Question. Was it before or after the petition was filed?
Answer. It was after that, and after the report was made.
Question You were employed for the purpose of getting the final order?
Answer. Ward & Gore spoke to me about it, and asked me to take it up. I asked which commissioner it would come before. They said that Mr. Elliott had go e to Washington, and it would come before Mr. Owen.
Question. Mr. Owen had no knowledg of the claim till you offered it to him?
Answer. I think not.
Question. What was the next case?
Answer. It was a purchase made by Mr. Jenkins.
Question. What action was taken in that reclamation?
Answer. A reclamation was obtained of eight hundred dollars, I think.
Question. How much did you retain out of the three hundred dollars?
Answer. I am not sure whether it was $250 or $230.
Question. What was that sum retained for?
Answer. Jenkins came to me and said he desired a reclamation on a purchase he had made. He said that Mr. Draper thought it was a proper case for reclamation, and the marshal thought it was a proper case; but if I would go on and draw the original papers and all, he would give two hundred dollars. I told him there would also be a charge of one hundred dollars for Mr. Elliott as referee. I went on and got the money for Jenkins. After the order was obtained I told Mr. Upton that he had been attending to these three reclamations of mine, and to some bills where Mr. Upton had had a good deal of trouble and attention in examining. I told him it was no more than right that some of the costs should be paid to him; and as in the other cases no provision had been made for his payment, in this case I should have some money, and I would pay him for all the past cases. I think I gave him fifteen dollars then; the balance I paid to Mr. Andrews.
Question. What explanation did you give to Jenkins about this payment?
Answer. I told him that I kept this two hundred dollars, according to agreement, for my fee, and that I thought it advisable to pay Upton and Andrews fifteen or twenty-five dollars each; I am not sure which.
Question. Are you sure you connected Mr. Andrews with it?
Answer. Oh, I think I did; pretty sure I did.
Question. The order did not require any costs?
Answer. No, sir.

Question. Did Mr. Upton appear in this case of Jenkins?

Answer. Yes, sir; he appeared in every case I had, except that of Ward & Gore. He appeared either directly or indirectly before the commissioner in every instance, and also, I think, before the judge on presentation.

Question. Do you know whether Mr. Draper did write any letter, or interfere in the matter in any way?

Answer. I do not. I did not see him in the matter at all.

Mr. Upton. Did you ever have any conversation with me at all upon the subject of this reclamation of Mr. Jenkins?

Answer. My impression is that I served the papers upon you.

Question. Did you ever solicit my service or my agreement not to oppose in any manner whatever?

Answer. No, sir.

Question. Did you ever allude to the subject to me?

Answer. No, sir, not at all.

Question. Now, when you paid me the twenty-five dollars—for that was the sum, not fifteen—was it not for my services in the case of the Acton, and you desired that my services should be rendered, as I knew all about the salvage in that case.

Answer. That was talked about, I know, and Johnson and Higgins had been up that morning.

Question. Do you recollect of any conversation on any other matter upon that occasion?

Answer. My impression is that what I was trying to do was to have that twenty-five dollars cover all past cases.

Question. What services did I render which required the payment of any sum?

Answer. You attended before the commissioner and judge.

Question. Yes, sir, and opposed the matter with all my might. Did you think I was entitled to a fee for opposing?

Answer. I thought all these persons who had attended in these cases entitled to some consideration for their services. Nothing had been said in any case about costs except the commissioners upon the reference. I had in my mind that this twenty-five dollars would pay for all the cases that had gone before.

Question. Then you thought that these parties who had been obliged to appear there in the performance of their official duties ought to be allowed something by your clients?

Answer. Yes, sir; and it was proper that they should pay a share of the expenses.

Question. Did you tell Jenkins that you employed me for not opposing?

Answer. No, sir; nothing of the kind. I made no offer of payment to him until after the matter was entirely finished, and I supposed the matter was ended.

Question. Now, without regard to what was in your mind at the time, was not our conversation such before that time as might lead me to believe that it was for service in the case of the Acton for which you paid me the twenty-five dollars?

Answer. It may be so, because you had been requested to examine the papers in that case.

Question. Now, wasn't it the fact in that case that neither the government nor the captors had any interest in the proceeds?

Answer. Yes, sir.

Question. Was it not a case in which the captured vessel was sunk by striking upon a rock, and afterwards a contract for her raising and bringing

into port was made by the commodore with Johnson and Higgins, wreckers, here, in the city of New York?

Answer. Yes, sir.

Question. And was not the agreement made between them and the commodore that the sum they should receive should be three thousand dollars, they to take the risk of raising the vessel, and the risk of the property bringing so much, and if she brought less they were to have no claim upon the government or captors?

Answer. Yes, sir; they were to receive their pay from the net proceeds.

Question. Now, in point of fact, what were the net proceeds after adjudication and sale?

Answer. The gross proceeds were about twenty-seven hundred dollars, and the net proceeds about eighteen hundred.

Question. And thus it was that nobody had any interest in the vessel but the salvors. Were you not aware of the fact that the commodore had communicated with me upon the subject, enclosing to me a contract with Johnson and Higgins.

Answer. I knew you had a copy, but I supposed you got it from Johnson and Higgins.

Question. Have I seen you since Mr. Draper was sworn here, a week ago, or so?

Answer. You have not.

THURSDAY, *May* 14.

Mr. Smidt. I wish to give notice that, on the adjournment to-day, I shall ask for an adjournment till Saturday morning, to give an opportunity to get papers from the court. I think it will facilitate matters very much. We have been so pressed with constant attendance here that we have not been able to do it, and therefore ask for one day's adjournment.

Mr. Jordan. Very well, let that be the understanding.

Examination of F. B. Thurber.

Question. What is your business?

Answer. I am a clerk with M. Wheeler & Co., a firm in the storage business, proprietors of the stores over at the Atlantic docks.

Question. What branch of their business do you attend to?

Answer. I attend to it generally. I have full charge over there.

Question. Are you a weigher appointed by any authority whatever?

Answer. No, sir; only by Mr. Wheeler's authority.

Question. You weigh, then, such articles as he asks you to weigh?

Answer. Yes, sir; or whatever is to be weighed at the stores.

Question. Do you weigh for anybody else?

Answer. Yes, sir, for a number of customers.

Question. For persons outside of your building there?

Answer. Yes, sir; for people who have goods stored there.

Question. Then it is only for persons having goods stored in your building that you have ever weighed?

Answer. That is all, sir.

Question. Did you weigh at that store any coffee that came out of the Solidadcos.

Answer. I did, sir.

Question. For whom?

Answer. For account of the United States marshal.

Question. At whose request did you weigh it?

Answer. I think Mr. Wheeler told me to weigh it.

Question. To whom did you make return of your weight?

Answer. I made no return to anybody. When I weigh I send the books to the central office in New York, and the returns are made out there.

Question. In whose handwriting is this return that I now show you? (See Exhibit 13.)

Answer. That is Mr. Wheeler's handwriting.

Question. Then that signature is made by Mr. Wheeler?

Answer. Yes, sir.

Question. He signed your name as weigher?

Answer. Yes, sir, always.

Question. Can you tell at what time you weighed this coffee from this return?

Answer. Yes, sir; it was on the 7th of March.

Question. You think that is the day when this return was made in your name?

Answer. Yes, sir.

Question. And it was made immediately after you made the weighing?

Answer. I think so.

Question. Do you know whether you made any deduction there from the real weights of these bags of coffee?

Answer. I think that is the true weight there—19,078 pounds.

Question. And you made no deduction from these weights?

Answer. No, sir.

Question. How long did that coffee remain in Wheeler's store after you weighed it?

Answer. I think it was weighed in the afternoon, and went away in the course of the next morning.

Question. Had it been sold at the time you weighed it?

Answer. Yes, sir.

Question. To whom was it sold?

Answer. I do not recollect now.

Question. Could you recall the name if it was mentioned to you?

Answer. I think I could.

Question. Was it Newell?

Answer. I do not think it was?

Question. Was it Ward & Gore?

Answer. I do not think it was.

Question Was it Underhill?

Answer. Yes, sir; I think that was the name.

Question. Were you present at that sale?

Answer. Yes sir.

Question. Did you see Underhill there?

Answer. I think I did.

Question. Have you ever seen him since?

Answer. I might have seen him on the day the coffee went away.

Question. Do you know whether Underhill was his real name?

Answer. I do not.

Question. Have you ever heard any person connected with your stores say whether Underhill was the real person who bought the coffee or not?

Answer. I have not, sir.

Question. Have you seen this person at any other sale of goods?

Answer. Not to my knowledge, sir.

Question. Have you ever paid any bills on goods bought in the name of Underhill?

Answer. I think I have, sir.

Question. What goods were they?

Answer. They were, if I do not mistake, some copper and some oil.

Question. When was that?

Answer. I do not know when it was, sir; but it was from the cargo of the schooner Anna—I think it was the Anna—and one or two other small cargoes. It might have belonged to one or the other of those two cargoes.

Question. How came you to pay these bills?

Answer. Well, this man Underhill, who bought the goods, was saying he had a poor bargain, and I told him I would take his bargain off his hands if he chose to assign it to me, because I did not think he was "stuck," as he expressed it.

Question. Do you know where that man Underhill can be found?

Answer. I do not, sir. He was merely a speculator, as far as I know anything about him.

Question. Were you, or not, interested in any of the bids of Mr. Underhill at the time he made those bids?

Answer. I was not, sir.

Question. What became of this coffee which you weighed from the Solidadcos—was it taken by the purchasers?

Answer. It was taken in a lighter, which was sent by the purchaser, as I believed. I think, however, that this was another Underhill that I took the copper and oil off his hands. He was not the man who bid on the coffee.

Question. You think not?

Answer. I think not, sir.

Question. You cannot recall the order under which you delivered this coffee—whether to Underhill or to anybody else?

Answer. No, sir, I cannot.

Question. Do you know whether this coffee was afterwards weighed, and a return made by other weighers of a larger amount than the return which you made?

Answer. I do not, sir.

Question. Do you know of the fact that such a thing was called to the attention of Mr. Wheeler, and that he offered to pay the difference in weight?

Answer. I do not, sir. The only thing I know is, that Mr. John Draper informed me yesterday that something of that kind was said.—(See Exhibit R and C.)

Mr. Upton. Here is a copy of your return which has just been exhibited to you in the book, and annexed to it you find the bill of charges of a coffee-roaster for roasting one of these bags, and you see the weight there, as set forth in that bill, is two hundred and twenty-five pounds of coffee in one bag. Now, by your return the average weight is put at about one hundred and one or two pounds. Mr. Scott also has testified that six bags of this coffee were weighed, the average of which was two hundred pounds, and something over, per bag. Now, I want you to state everything in connexion with that which you desire to state by way of explanation of what seems to be a great discrepancy.

Answer. Well, the difference between the average weight and this one bag is very great, of course. The bales or bags averaged up to 101 or 102 pounds, but some of them would weigh a great deal more, and some of them less. There were two or three sizes, or more, of the bags. Some were very large, and might possibly weigh 225 pounds, or even more, while others of them would not weigh over 30 to 50 pounds, being mere little packages.

Question. How were they placed upon the floor when they were exhibited at the sale? In what manner were the coffee bags arranged?

Answer. Well, they were tiered up regularly, the larger bags on the outside. I think very few of the smaller ones could be seen, from the fact that they could not be tiered as well. The larger bags were used as a sort of

wall to confine the smaller ones. The larger bags were placed upon the outer line, and the smaller ones were thrown into the centre.

Question. Now, in the weighing of these you took six bags at a draught; in doing that, what course did you pursue?

Answer. The first one or two draughts of the bags, taken at hazard, were just about even, and after that I tried to make them even. That is customary, to try to make them even.

Question. How do you mean by making even?

Answer. By taking smaller bags enough to make the weight even.

Mr. Jordan. I understand that he says he took the bags at hazard at first, and made a certain weight, and after that he selected the bags and tried to make about the same weight.

Answer. Yes, sir; the first three draughts here are quite even. We generally try to make the draughts as even as possible, so as to make even returns.

Mr. Upton. Did you explain the matter of the weight of this coffee to the marshal and to Mr. Draper, or in the presence of Mr. Draper?

Answer. Yes, sir; I did. Mr. Draper asked me how it was, and told me the weight had been called in question, and I made to him the same explanation, substantially, which I have made now.

Question. Was he satisfied with your explanation?

Answer. He seemed to be satisfied about it. This was stated to Mr. Simeon Draper.

Question. Have you been questioned in relation to that weight by Mr. John Draper since?

Answer. Yes, sir; I have been spoken to once or twice about it.

Question. Have you made the same explanation to him?

Answer. Yes, sir; the same thing, substantially.

Question. This was an unusual character of coffee, was it not?

Answer. I never saw any like it before.

Question. It was singularly put up—the matting and covering different from other coffee?

Answer. Yes, sir; the covers were matting instead of bagging.

Mr. Jordan. Had your firm any interest in this coffee?

Answer. No, sir; not to my knowledge.

Question. Did you or your firm ever have any interest, before or after the weighing, in that coffee?

Answer. No, sir.

Question. You weighed at the request of whom?

Answer. Our firm was acting for the marshal; we weighed for him.

Question. Do you know of any conference between your firm and the marshal, or any person interested with your firm and the marshal, before the weighing took place?

Answer. No, sir; not that I know of.

Question. What compensation did your firm receive for weighing that coffee?

Answer. I do not remember the exact charge, but we charged the regular rate.

Question. Nothing more?

Answer. Not that I know of.

Question. Do you remember of their receiving anything more?

Answer. I do not. I think I made out the bill of storage, in which the weighing was included.

Question. Did you receive any instructions from any person as to the manner in which you should make this weight?

Answer. I did not, sir.

Question. No intimations were given that you should weigh it in any particular way?

Answer. I received no instructions whatever in regard to weighing the coffee, only to weigh it.

Question. Do you remember distinctly in regard to weighing this coffee?

Answer. Yes, sir.

Question Is such a mistake as an average of 101 pounds, among bags weighing 225, one which could easily be made?

Answer. No, sir.

Question. It must be by design, if made at all?

Answer. Yes, sir.

Question. And you have no knowledge of any person offering, or trying to induce, a false weight?

Answer. No, sir.

Question. And you say here, upon your best knowledge and under oath, that it was a true and accurate weight?

Answer. Yes, sir.

Mr. Smidt. Were any of these bags taken from the store prior to the sale?

Answer. No, sir.

Question. Did not Mr Scott get a bag there prior to the sale?

Answer. No, sir; not to my knowledge. He did not.

Question. Was there any other weighing by any other person than yourself from the time it came into the store till it was removed?

Answer. No, sir.

Question. Do you know whether any was taken off the vessel before it got into your store?

Answer. I do not know, sir.

Mr. Smidt. You had the storage of the cargo of the Hiawatha?

Answer. Yes, sir.

Question. Do you know that some portion of that cargo was lost?

Answer. Yes, sir; I heard that a large portion of it was lost.

Question. Do you know how it was lost?

Answer. I do not know; but I can tell you how I heard it was lost. I heard that Mr. Potts, the supercargo, got a portion of it.

Question. Was there any other portion of it lost?

Answer. No, sir, not permanently; but there was some that we couldn't find for the time being. It was covered up with some cotton at the time.

Question. In the same store?

Answer. Yes, sir. It was a large cargo, and we had not room for it in any one store. If I remember correctly, it was distributed in some four or five of them.

Question. Was this portion misstored a portion of the deck-load, or of the interior cargo?

Answer. It was the interior cargo. There was no cargo on deck when the vessel came into our hands.

Question. When she came into your hands, who superintended the discharge of the cargo?

Answer. Myself and the foreman.

Question. Was it by your superintending the discharge that the tobacco was missed, or before?

Answer. It was during the whole time. I do not exactly know how it became misplaced. It was not by my supervision; but it got mixed up, and we couldn't account for it.

Question. Was Potts upon the vessel when you were discharging?

Answer. He wasn't upon it, but he was around the premises.

Question. Had he anything to do with discharging the vessel?

Answer. No, sir.

Question. Had he any facilities for removing any of the packages?

Answer. No, sir.

Question. Do you know whether he succeeded in getting any portion after it came into your hands?

Answer. No, sir; he did not.

Question. Was that portion which Potts got obtained before or after it came into your hands?

Answer. Before, I understood.

Question. Do you know how much Potts got?

Answer. I do not.

Question. Do you know the character of the packages which he got away—heavy or light?

Answer. I believe they were heavy packages of manufactured tobacco, mostly. It was plug tobacco in cases, and various styles of tobacco in cases, tierces, half tierces, and so on.

Question. Where was this vessel before she came to your stores?

Answer. I believe she had been lying at the Union stores.

Question. How long had she been at the Union stores?

Answer. I do not know. We took possession of her immediately after coming there; but not for the purpose of discharging. She lay there some days before discharging.

Question. This tobacco taken away was rather bulky, was it not? And how could they be removed without its being known by the storekeepers?

Answer. I do not see how they could, sir, if the storekeepers were there, as they must have been.

Mr. Upton. I think Potts had authority to take away that tobacco. It was done openly.

Mr. Smith. How authority?

Mr. Upton. Why, the marshal. Potts came to the marshal with such recommendations, and made such representations that he permitted him to take a portion of the cargo for storage.

Captain Marshall. I would like to state with regard to the appraisement of that vessel, which Mr. Upton thought had been sold and gone beyond my appraisement: I was under the impression that there was to be a sale and a division of this property, and that the appraisement I made with the two other appraisers was not to be final, but that the vessel was to be sold, and arranged in that way. I remarked to Mr. Upton yesterday that I felt a little annoyed about it, and I said that, if Mr. Upton could point out that the captors had suffered at all in this matter, it would give me the greatest pleasure to indemnify them to the extent of a thousand dollars, at least. Mr. Upton says the case is still pending, and it may come out all right. If it should turn out that I have made a mistake in valuing property to such an extent that the sailor will be injured, I thank God that I have the means and the will to make it good! In appraising these vessels, we went to them, and often found that they had been lying a long time there, with hatches on, rigging old and dilapidated, no paint on perhaps for months and months, looking miserably every way, and perhaps, in some cases, they may have deceived me some as to the value. But I admit frankly that if I had been under the impression that a division was to be made on my appraisal, I should have looked much more carefully into the character of the vessel. If any one has suffered——

Mr. Jordan. I do not understand that anybody has suffered.

Mr. Benedict. She was already bonded, and Mr. Marshall didn't know that.

Captain Marshall. I have appraised a great many vessels where it was said it was simply for bonding purposes, and when the time should come the vessel should be sold, and a division would then be made

Mr. Upton. This appraisal was made to enable the claimant to take the vessel at the amount he did take it at, and he sold the vessel the next day for $5,000. I do not think but what Captain Marshall made the appraisal in perfect good faith, at the same time I wished to show how easy it is for a man to be mistaken, and at the same time act in entire good faith.

Mr. Jordan. Whether there is to be any loss to the captors depends on whether the vessel is condemned or not.

Mr. Smith. You are a member of the Chamber of Commerce; have they a scale of storage?

Answer. I think they have a printed scale.

Question. Is their scale the generally adopted and customary rates throughout the city?

Answer. I do not think they are. I think it is a matter of bargain and arrangement in each case.

Examination of Lyman R. Green.

Mr. Smith. What is your occupation?

Answer. I am a clerk with Sturges, Bennet & Co.

Question. In what particular branch of their business do you generally act?

Answer. I take a general supervision of their out-door business. I attend to insurance, custom-house work, and so on.

Question. Is it part of your duty to attend to sales by auction?

Answer. No, sir.

Question. Do you have anything to do about purchasing goods for the firm?

Answer. Yes, sir, in a small way, filling orders, &c.

Question. Did you attend any of the prize sales?

Answer. I attended one, the cargo of the steamer Patras.

Question. What did you attend that sale for?

Answer. For the purpose of buying the coffee which was offered.

Question. Did you purchase at that sale?

Answer. No, sir.

Question. Was there any reason which, to your mind, prevented your bidding at that sale?

Answer. I did bid in conjunction with O'Donohue, as high as I thought the coffee was worth. When I went over in the morning to examine the goods there were but few there, and about the time the sale commenced Mr. O'Donohue made his appearance, and he proposed to buy with me, and divide the coffee. I consented, and we agreed to bid as high as twenty-eight cents a pound for it. He then told me that Lovejoy was there, and going to bid, and unless we joined with him we couldn't get anything. I declined having anything to do with Lovejoy.

Question. Do you know whether Lovejoy is in the coffee trade?

Answer. I do not know his business.

Question. Did he become the purchaser at that sale?

Answer. Yes, sir.

Question. At what price?

Answer. I think at twenty-nine and a quarter.

Question. How did you know of this sale?

Answer. Mr. Wood called into our office and told one of the partners, and Mr. Arnold requested me to go over.

Question. Had you seen any notice of the sale?

Answer. No, sir.

Question Is it any part of your business to look for sales?

Answer. No, sir. In all auction sales, or, at any rate, all regular sales of coffee and tea, it is so duly noticed and known, and a catalogue always sent, that nobody thinks it worth while specially to look for them.

Question. Did you know the quantity of the coffee sold that day?

Answer. I think it was 801 or 802 bags, and 30 or 40 damaged.

Question. Did the catalogue give the weights?

Answer. I think the catalogue gave the average weight at forty or fifty pounds, although the coffee would average more than that. The average price bid would amount to thirty-six or thirty-seven thousand dollars.

Question. Had you ever seen this Mr. Lovejoy before?

Answer. No, sir.

Question. Is your acquaintance with merchants or parties in the coffee trade somewhat extensive by reason of your connexion with Sturges, Bennet & Co.?

Answer. Yes, sir; I know the trade generally.

Question. Had you ever heard of this man being in the trade?

Answer. I think not, sir.

Question. Do you know of him now as being in that trade?

Answer. No, sir; I have heard that he is in the junk business. He may be a heavy coffee merchant for all I know; but that is the only coffee transaction I ever knew him to engage in.

Question. If it had been at all probable that he was in the coffee trade, and a dealer buying to the extent that he bought there, wouldn't you be likely to know of it?

Answer. I think I should have known of him, if he had been engaged in the trade as heavily as that.

Question. When you went over to the sale, I presume you examined into the condition of the coffee, and the manner in which it was stored?

Answer. Yes, sir.

Question. How did you find it stored?

Answer. Well, taking into consideration the room, it was stored as well as it could be for examination; but it was not stored sufficiently well to allow a person to bid with intelligence on the coffee. I suppose a party could examine one-quarter of the lot; he might drag himself in and see it.

Question. How as to the sampling?

Answer. They did not sample the coffee at all.

Question. Which floor was that coffee sold upon?

Answer. The third floor, I think; the floor above the office at the Union stores.

Question. Was that property stored or arranged for sale in the usual manner in which merchants arrange their property for sale; and if not, in what respect did it differ from the ordinary and customary way of getting up sales by merchants?

Answer. I would state that coffee and other goods at such sales are usually piled up out of doors—generally carted to some square. In the regular coffee sales, where the owner guarantees the soundness, they only take a couple of bags out of each lot, but where the dealers are not known generally, the entire lots are piled in tiers out of doors.

Question. If, however, they are not carried out of doors, what is the practice then?

Answer. Well, I never saw a lot sold in the store.

Question. Was there anything else that differed from the ordinary, customary way of selling by merchants of property of this character?

Answer I do not know as there was. There was one case of muskets that was opened.

Question. Who bought the muskets?

Answer. I do not remember. I think it was inquired by a gentleman if anybody was prepared to bid on percussion caps for the government, and he said he should take it upon himself to bid 80 cents per 1,000. O'Donohue took exception to that, and said he had no right to bid. This gentleman and O'Donohue then had a whispered conversation, and after that O'Donohue bid them in. I do not know who for; but it is my impression he bid them for the government.

Question. Did you ever see that person at any other sale?

Answer. No, sir.

Question. Did you ascertain his name?

Answer. I did not.

Question. Do you recollect his appearance?

Answer. I think he was a full, red-faced man, and tall.

Question. Do you know whether he was connected with the marshal's office?

Answer. I do not. Mr. O'Donohue took exceptions to his bidding, because it was stated on the catalogue that no government employé should bid.

Question. Did you attend a sale of coffee and tea by the steamer Ann?

Answer. No, sir.

Question. Do you know of your firm buying any coffee which came in by the steamer Stettin?

Answer. I do not I know that they bought one lot of coffee at second hand from one of these prize cargoes. They bought it of Ward & Gore, I think.

Question. At what price was that bought at second hand?

Answer. I do not remember.

Question. Do you recollect the date?

Answer. I do not. I think it was last fall some time.

Question. Do you recollect of 180 bags of coffee bought by Sturges, Bennet & Co.?

Answer. Prize coffee?

Question. Yes, by prize sale.

Answer. I do not, sir.

Question. Did you ever buy any coffee of a man named Newell?

Answer. It seems to me I remember that name. I think I heard of their purchasing something of him; cannot state positively what.

Question. Can you give me the amount of weights of coffee which you bought from November to January, 1862?

Answer. I cannot do it on account of not being in the coffee department sufficiently to be posted all the time.

Mr. Upton. This is the only prize sale you attended?

Answer. Yes, sir.

Question. Do you not know, from what you have heard, that these sales of prize property have been largely attended by outside persons, and by parties not engaged regularly in the line of goods which they bought?

Answer. Yes, sir; that is an impression I have got from outside parties.

Question. And that it was a source of considerable annoyance to persons in the regular business to find these outsiders bidding against them?

Answer. I presume it was, sir.

Question. They had to pay rather more for the articles than the regular trade was disposed to among themselves?

Answer. I do not think the regular trade bought any to my knowledge;

not directly, at all events. Sturges, Bennet & Co. bought at second hand, and had to pay a higher price.

Question. You do not suppose persons engaged in the regular trade were at all excluded?

Answer. Oh, no; I suppose not.

Question. And if Lovejoy wished to buy, he had as good a right as anybody else?

Answer. Yes, sir.

Question. Why did you think you had no sort of chance?

Answer. Well, I limited O'Donohue to 28 cents, but I think he went as high as 28¼. There he stopped, because that was as high as I would go, and Lovejoy bought at 29¼.

Question. Now, somebody bid intermediate between those two sums?

Answer. I think Mr. Draper bid between. I think he run it up himself at the time.

Question. Draper, then, made a fictitious bid. Were you aware that Draper was in the habit of doing that?

Answer. Perhaps it was not exactly a fictitious bid, but he held on, and made a by-bid to run the property up. I think that is customary.

Judge Kirkland. All for the benefit of the parties interested, though.

Mr. Upton. You have not heard that Lovejoy applied for a reduction?

Answer. No, sir.

Question. What has he done with the coffee?

Answer. I think he sold it to O'Donohue at a profit. I was told that the other day.

Question. Was that sale one in which your firm had any interest?

Answer. No, sir; no interest at all.

Question. Have they subsequently had anything to do with the sale of that coffee?

Answer. No, sir.

Mr. Jordan. Did you know the quality of the coffee at the time you were bidding?

Answer To the best of my knowledge I had examined it.

Question. You had an opportunity, did you, with the limited means afforded, for examining it?

Answer. Yes, sir.

Question. Have you known anything about the coffee since?

Answer. I have not.

Question. Have you heard, or had reason to suppose, that it was a better quality of coffee than you estimated it to be?

Answer. No, sir.

Question. Did you bid what you thought its full value?

Answer. Yes, sir.

Question. Then, your impression is that whoever did take it did it at a cent or so in advance of its actual value?

Answer. Oh, a party in bidding even 29¼ cents might possibly make a profit on it, but it would be risky, and that is the reason why I didn't want to go above 28. I thought bidding above that would be taking more risk than a prudent dealer ought to assume.

Question. Did you have reason to suppose that the person who purchased had a better opportunity to examine the coffee than yourself?

Answer. No, sir.

Mr. Benedict. Might it not be true that a one-horse speculator might very well, by trotting around town, dispose of that coffee, and make a half a cent or so more than you could?

Answer. Perhaps it might be done; but that would be a heavy lot to

hold, I think. To some of those up-town small groceries, where they buy 50 or 60 pounds at a time, he might hawk off quite a lot; but I think that would be a heavy amount to get rid of, even in that way.

Question. Couldn't he deal with the roasters?

Answer. No; not with the roasters.

Mr. Smidt. Do you ever hear the name of Mr. Elliott mentioned in connexion with the bidding on those percussion caps?

Answer. I think I heard his name mentioned yesterday as the person who stated that he was going to bid for the government.

Question. Do you know what became of the caps that O'Donohue bought?

Answer. I do not.

Examination of Thomas M. Wheeler.

Mr. Smidt. What is your business?

Answer. I am a warehouseman.

Question. How long have you been engaged in that business?

Answer. Eight or ten years.

Question. Where are your stores located?

Answer. Eight of them are at the Atlantic dock, in Brooklyn; six of them at the foot of Montague street, Brooklyn; and three in New York.

Question. Have you had anything to do with storing prize goods at your stores?

Answer. Yes, sir.

Question. Please state to what extent.

Answer. Do you mean as to how many cargoes?

Question. Yes, sir

Answer. I could not give the exact number, but suppose it may be fifteen or twenty cargoes, or perhaps more.

Question. Have you wharves connected with your stores?

Answer. Yes, sir.

Question. Have you vessels lying at your wharves?

Answer. Yes, sir.

Question. Can you tell about the number of vessels?

Answer. Between twenty-five and fifty, I suppose, most of the time. I got this government storage business at the time I got my lease from the United States. There is a clause in my lease which compels me to do certain business for the government. I am a tenant of the United States government; they own the lease; they are owners of five of the stores, and three of them I own.

Question. How long have you had connexion with these prize cargoes?

Answer. From the first prizes that came in.

Question. Do you recollect when that was?

Answer. No, I do not.

Question. About what time?

Answer. I do not recollect when the first vessel did come in.

Question. Do you recollect the Hiawatha?

Answer. I do not think she was the first vessel. She was brought to my stores, however. Her cargo consisted of tobacco.

Question. Was there anything connected with that tobacco which attracted your attention as suspicious?

Answer. No, sir; not particularly so. What do you mean by suspicious?

Question. Well, about the care and custody, or the loss of goods?

Answer. No, sir.

Question. Was any of that tobacco lost after the vessel came to your docks?

Answer. No, sir.

Question. The whole of it, then, has been accounted for which came into your possession as warehouseman?

Answer. Yes, sir.

Question. After she came to your wharf, was a person by the name of Potts on board of that vessel, or had he left before that?

Answer. He was there during the discharge of the cargo.

Question. Do you recollect the cargo of the Solidadcos?

Answer. Yes, sir.

Question. Do you recollect the sale of some bags of coffee which came out of that vessel?

Answer. I recollect the sale from inquiries since. I do not think I was present at that sale.

Question. Do you recollect hearing who bought that coffee?

Answer. No, sir.

Question. Have you heard that a Mr. Underhill was a bidder at that sale?

Answer. I have heard since the sale that he was.

Question. Do you know who that Underhill is?

Answer. I do not.

Question. Who is Mr. Thurber?

Answer. He is a young man who has charge of my stores.

Question. Is he a professional weigher?

Answer. There are no professional weighers now-a-days.

Question. Are there none who receive appointment?

Answer. None but United States weighers. That was thrown up at the time the constitution of the State was changed. I was a weigher at that time, and was thrown out of my appointment.

Question. Has Mr. Thurber had experience as a weigher, and to what extent?

Answer. He is frequently weighing down there large quantities of goods.

Question. Anywhere else except in your establishment?

Answer. No, sir.

Question. Have you heard anything in regard to a difference between his weighing and that of subsequent weighings in the matter of the cargo of the Solidadcos?

Answer. No, sir.

Mr. Jordan. Have you learned that there was any difference between the real weight and the weight he gave?

Answer. I have heard that it was supposed there was a difference of weight, but I have not heard of any subsequent weighing.

Question. From whom did you hear that?

Answer. From John and Simeon Draper. I told them I did not think it could be so. I had perfect confidence in the young man, and did not believe he would do such a thing.

Mr. Smidt. Did you make any proposition to the Drapers in regard to that difference?

Answer. No, sir.

Question. Did you ask them to take your check for the difference?

Answer. No, sir; I did not.

Question. How was your present employment procured? From whom do you get authority to take charge of the prize property?

Answer. The marshal, as an officer of the court, sends the goods there—if that is what you want to know.

Question. How did he come to do so?

Answer. I suppose because I was the proper one to send them to.
Question. Was there no other reason?
Answer. No, sir.
Question. Was there any arrangement as to the profits of the storage?
Answer. No, sir.
Question. Have you purchased, either directly or indirectly, at either of the sales that have been held at your store?
Answer. No, sir; not at my stores.
Question. Have you been connected with the marshal, or with any one associated with the marshal, in the purchase of prize goods?
Answer. I purchased a schooner at the Union stores in which Mr. Murray took a third interest after she was bought.
Question. Was there any understanding before the sale, or with any one connected with him, about it?
Answer. No, sir. The purchase was made in this way: I went over to the stores without the slightest idea in the world of purchasing anything. This schooner was being sold there, and five thousand one hundred dollars was bid for the schooner. I was standing near the marshal, and he turned to me and said: "Wheeler, don't let her go at that—she is too cheap." Said I, "I don't know anything about her—will you take a part interest?" and he said he would. I then bid $5,200, which was the highest bid, and she was struck off to me. Afterwards, I could not sell her at any profit till I had repaired her and put twenty-five or thirty hundred dollars on her. That's the only transaction in which I have had any interest, direct or indirect, in any of these sales.
Question. Have you had any friends to whom you have given facilities for seeing goods before the sales over ordinary purchasers?
Answer. I have not—not a soul.
Question. Have you in any way facilitated one person over another, in purchasing at these sales?
Answer. I have not.
Question. How have you stored the goods known as prize goods, as compared with other goods which came to your stores? Have you used the same care?
Answer. They have required more care, and much more labor to take care of them.
Question. Do you store them in the same way as other goods?
Answer. They were arranged as each class of goods ought to be arranged. A class of goods comes by these vessels which does not come in ordinary trade, and those goods have to be stored according to the peculiar class to which they belong.
Question. Do you usually, when the goods of merchants are brought there, store them with a view to sale, or not?
Answer. Not unless we have instructions.
Question. When you have instructions do you store them the same way as others?
Answer. Yes, sir, of course.
Question. You mean, then, to say that you stored these prize goods in the same manner in which you stored goods brought by private merchants for sale?
Answer. No, sir. Because before these prize goods are ready for sale they have to be appraised; consequently, if they were arranged for sale when first sent in, all this arrangement would be lost when they were overhauled for appraisal, and would have to be gone over again before the sale.
Question. I don't understand.
Answer. The goods before the sale have to be appraised. Of course, a

private merchant does not do that. Not knowing what these prize goods are, they have to be examined and appraised, and then they have to be arranged for sale. They cannot be arranged for sale till we know what kind of goods we have got.

Question. In the first instance, then, they are stored in bulk?

Answer. Yes, sir; and as far as possible each class of goods by itself. Then they are examined and appraised. After that they are arranged for sale as the prize commissioners may order them to be arranged.

Question. Do the prize commissioners order them to be arranged in the same manner as you have been accustomed to arrange for other merchants prior to sale?

Answer. The class of goods which merchants bring there are different goods. How the merchant would act with the same goods I cannot say. Our principal goods for merchants are sugar, molasses, wool, and such bulky articles. The prize goods are very different.

Mr. Jordan. Articles which the rebels want?

Mr. Upton. These goods we got out of the rebels.

Mr. Smidt. Do you receive cargoes of tobacco from the merchants?

Answer. I never have. I may possibly have taken some small lots, but nothing to attract my attention.

Question. Have you received coffee on storage from merchants?

Answer. Yes, sir.

Question. Did you ever have any sales of coffee in your warehouse on account of merchants?

Answer. No, sir.

Question. You did have sales of coffee placed in your stores by the prize commissioners?

Answer. Yes, sir; one or two small lots, I believe.

Question. Do you recollect the manner in which these lots were arranged for sale prior to the sale?

Answer. No, sir.

Question. Did you have any applications by persons desirous of bidding to examine the coffee prior to these sales?

Answer. No, sir.

Question. Have you ever refused at any time an opportunity to any person desirous of examining the goods in your store to examine them previous to a sale by the prize commissioners or the marshal?

Answer. My orders are peremptory in all cases to those having charge of the stores that no goods shall be shown, except on an order from the owner of the goods, and I should consider the marshal or the prize commissioners to be the owners.

Question. How long has a person an opportunity to see the goods?

Answer. That I couldn't say. I have never been but to one or two of the sales. My office is in the city. My stores are situated around in different parts of the city and I cannot attend to details; and, of course, I cannot answer as to the manner or details of these sales.

Question. Have you ever been present at sales at other stores?

Answer. None, except where that vessel was sold, and I accidentally happened to be there.

Question. At such sales have you ever known of an opportunity of more than an hour or so to examine the goods?

Answer. I could not say anything about it. I do not know whether they have an hour or two days.

Question. Do you know a person by the name of William Scott, a coffee broker?

Answer. I think there is such a person; but I do not know him personally.

Question. Did you ever have an application from him, or from some one in his name, for leave to remove from your store any coffee for the purpose of inspection or examination?

Answer. I have no recollection of it.

Question. Do you not recollect, on reflection, that a bag of the coffee from the Solidadcos was taken from your store, either in his name or in the name of some person for him, and submitted to parties for examination before the sale?

Answer. I have no remembrance of it. I possibly should not have known it if it had been done.

Question. Who would have been the person to know it if it had been done?

Answer. The order would have come from the marshal, probably, and would have been sent to the central office in New York. There it would have been indorsed and sent over to the Atlantic stores, in order to deliver on it.

Question. Now, I wish to ask you whether, in your connexion with storing or warehousing the prize goods which may have come into your store, you have in any way, directly or indirectly, by reason of any weighing, gauging, or warehousing, received anything over and above the usual and customary rates of charges for such purposes?

Answer. If I understand your question, you ask whether I have received larger rates for storing prize goods than for other goods. My answer is distinctly that I have received less for prize goods than for other goods. I do not mean all other goods, but goods of equal trouble and care. My charges for these goods are about the same as I charge on general order goods.

Question. Have you received what you charged, or have they cut down your bills?

Answer. I have received precisely what I charged.

Question. You have in no instance charged more than you have received?

Answer. Not one cent.

Question. What is the usual and customary rate for the storage of sixty-six bales of cotton from November 28 to December 10—that would be a little less than a month?

Answer. One month's storage would be charged for it. If it was in but one day, it would be charged for one month. Under the general order rule, we would get 20 cents a bale, and 20 cents for labor; that would be 40 cents a month. Some general order stores would get more, perhaps 50 cents a month. The Chamber of Commerce and the government have made a tariff which exceeds the usual rates. By the usual rates it would be about that; 20 cents storage and 20 cents labor. If it was a little over two months we would charge for three months.

Question. For ease of calculation, call it 70 bales at 40 cents for 3 months; how much would that be?

Answer. It would be eighty-four dollars.

Question. Will you be kind enough to look at that bill for storage, and tell us whether it is a reasonable or customary charge for the time, and for the quantity of goods stored?

Answer. (Looking at the bill.) I do not know anything about that. It is a larger bill than I should charge for it myself, I think.

Question. Isn't it *very* much larger than the usual and customary rates?

Answer. I do not know. I only know about my own bills.

Question. Isn't it very much larger than you would charge for like articles for the same time? Isn't it three times what you would charge?

Answer. I do not know whether it is or not. I put on some pretty steep bills where I charge on wreckers.

Question. Did you ever charge anything like that price, even upon wreckers or pirates?

Answer. I have said I think it a large bill. I do not think I can say more. It would be a matter of opinion entirely if I should attempt to say more. I could not say it is three times greater than I would charge without looking over my own bills.—(See Exhibit 34.)

SATURDAY, *May* 16.

Examination of W. S. Thompson.

Mr. Smidt. What is your occupation?

Answer. I am not in any situation at present; formerly I was in the furniture business.

Question. Had you anything to do with these vessels known as prize captures?

Answer. Merely as a ship-keeper of the Solferino and Sallie Magee.

Question. Was there anything peculiar connected with your employment on either of these vessels?

Answer. Nothing, except my not receiving my pay for my services on the "Solferino."

Question. What was there peculiar about that?

Answer. I was appointed keeper of the Solferino, and remained so until she was discharged. I then called on Mr. Murray for my pay; and he made me ship-keeper of the Sallie Magee, and told me to stop in in a few days, and he would pay me for my service on the Solferino. I did stop in in a few days, and he said he was short of money, and wanted to know if I couldn't get along for a little while with $50. I told him yes, and he paid me $50. After that I called on him repeatedly, once in two or three weeks, for five or six months, but he always put me off. When the Sallie Magee was given into the hands of other parties to take charge, young Mr. Thompson paid me for her. He said he had nothing to do with paying for the Solferino. I stopped in and kept stopping in, once in two or three weeks, ever since, to get my pay for the Solferino. I live in the country, and it is a great trouble and expense to me to come down here so much to collect this small balance. I called last Monday or Tuesday, and he told me that I would have to speak to the elder Mr. Thompson, his deputy, this young man's father here. I did speak to him, and he said he didn't know anything about it; said it had not been paid into the office, but said it had been paid to Mr. Murray long ago. I called on Mr. Murray the next morning, and he told me he did not know when he could pay it, and treated me very unkindly. I have been owed this money ever since the 20th of September, 1861. The balance due me is $65. The whole bill was $115, of which I received $50. When I called yesterday he told me he did not know when he could pay me; that he had no money; that the government was largely indebted to him, and he couldn't get it himself.

Question. Have you any knowledge of the manner in which the keepers of these vessels were kept at this service?

Answer. No, sir. There were a good many ship-keepers, but I did not associate with them, with the exception of two gentlemen, and I know they conducted their business properly and carefully.

Question. Did you notice any one thing in which any of these ship-keepers did not perform their duties properly?

Answer. I know nothing of my own knowledge.

Question. In regard to what vessels did you hear of anything improper?
Answer. I do not recollect the names; it was all merely hearsay.
Question. Could you tell who told you?
Answer. No, sir; I cannot say. I cannot recollect their names now. There was considerable talk at the time, but I cannot recollect anything of it.
Mr. Upton. How much per day were you paid for your services as ship-keeper?
Answer. Two dollars and a half per day.
Question. Is that the customary price for such service?
Answer. I do not know, sir.
Question. Do you know that this vessel was not condemned?
Answer. Oh, no, sir; she was not condemned. Here is the order from Mr. Murray to give her up to the claimants; and Captain Patterson told me he had paid all the expenses.
Question. You had no claim on the government, then?
Answer. Oh, no, sir.
Mr. Glassey. Were other vessels lying at the wharf besides the Solferino?
Answer. Yes, sir, a good many—probably as many as fifteen.
Question. How many men were in charge of those vessels?
Answer. I do not know; some men had charge of four or five vessels.
Mr. Owen. Where did these vessels lie?
Answer. At the Union docks.
Mr. Glassey. Did these men remain on board all the time?
Answer. No, sir; they were away sometimes two or three days at a time.
Question. Do you know of two men being employed on board of one vessel?
Answer. No, sir.
Question. Did they usually sleep on board?
Answer. I always did. I cannot say whether others did or not.
Mr. Upton. Let us understand this, so there can be no mistake about it. This vessel, the Solferino, was given up to the persons who claimed her on the day of the termination of proceedings against her; and you understood that Mr. Murray had received the costs, and among the rest the amount you were entitled to?
Answer. Yes, sir; that's it.
Question. Why didn't you bring a suit against him in a justice's court?
Answer. Well, he told me if I would come up in two or three weeks he would pay me.
Question. It is a private matter between you and the marshal, is it not?
Answer. Yes, sir.
Mr. Glassey. Was the steamer Stettin lying there at the time?
Answer. I do not know; I think she was a prize long after. The Hiawatha was there for one, and the Ohio.
Question. How many men were there in charge of the Hiawatha?
Answer. One.
Question. Do you know whether he was there all the time?
Answer. I do not know.
Question. Do you know his name?
Answer. I think his name was Frank Quinn. I know the captain and supercargo remained on board all the time. A considerable part of the cargo was on deck, and they paid particular attention to it.
Question. Do you remember of their taking any of it away?
Answer. No; the cargo was removed to the public stores.
Question. Do you know whether all that deck load of the Hiawatha went into the public stores?
Answer. No, sir.

Question. Do you know whether any one was attending, on behalf of the government, to the removal of that cargo to the stores?

Answer. I do not know; there might have been, and I not know it.

Mr. Owen. During what period of time did you act as watchman on those vessels?

Answer. I think I took charge of the Solferino in July, 1861, and I remained on board the Solferino and Sallie Magee, I think, till the following February, 1862.

Question. During that time part of the cargo of the Hiawatha was removed?

Answer. Yes, sir.

Question. Where did she lie?

Answer. At the Union wharf.

Question. What was removed?

Answer. Cotton and tobacco.

Mr. Owen. You will find, Mr. Glassey, that that tobacco and cotton were bonded, and the missing part of the cargo occurred after that. If you will look at the documents you will find that that is so.

Examination of Benjamin G. Arnold.

Mr. Glassey. Are you a partner of Sturges, Bennet & Co.?

Answer. Yes, sir.

Question. Your firm deals largely in coffee?

Answer. Yes, sir.

Question. Did you, in November last, buy a lot of coffee from George Newell?

Answer. No, sir; I purchased some coffee of Ward & Gore, warehousemen, direct. Mr. Gore came to our office and wished me to go to his office and look at the samples. I went there and made a bargain for it.

Question. Do you remember what time that was?

Answer. We furnished a statement of that transaction, and it was on that date, November 20, 1862.

Question. Did Mr. Gore tell you where the coffee was?

Answer. Yes, sir; he said it was in their warehouse in Brooklyn.

Question. What was the quality of that coffee?

Answer. It was what we term a common lot. It was an ordinary quality.

Question. Was any portion of it damaged?

Answer. Yes, sir; there appeared to be a portion of it damaged.

Question. About how much was it damaged?

Answer. I am unable to state that from recollection. My impression is it was about ten per cent. in amount—that is to say, about eighty bags out of the eight hundred and eighty might prove damaged or partially damaged.

Question. Did you bargain for the entire lot?

Answer. Yes, sir.

Question. At what price?

Answer. Twenty-nine cents, less three per cent. for cash.

Question. You were to take it as it was?

Answer. Yes, sir.

Question. Did you examine the entire quantity before purchasing?

Answer. My impression is that I sent one of our young men over to examine the coffee. I did not examine it myself. He looked at it, as much as could be seen of it.

Question. By whom was it weighed?

Answer. I cannot answer that, sir, not having the weigher's name here. Ward & Gore delivered it to us.

Question. Did you take their statement as to the weight?

Answer. No, sir; we had a weighing-master's return. We can furnish that.
Question. I wish you would, for it is quite important.
Question. Is the paper you have there a statement of the transaction?
Answer. Yes, sir. It gives the weight, price, allowance for tare, discount for cash, &c. When the coffee was received, it was found that thirty-one bags ought to give an additional tare on account of extra covers, and an allowance was made for that.
Question. Will you state the net amount cash which you paid for that coffee?
Answer. Yes, sir. It was $38,691 98.
Question. On what date was the bill rendered to you?
Answer. On the 26th of November.
Question. And the payments were made when?
Answer. Thirty-five thousand dollars were paid on the 25th, when we had received a portion of the coffee; the balance on the following day, when the balance of the coffee was delivered, and the bill rendered.
Question. By whom was the bill rendered, or in whose name?
Answer. It was rendered in the name of George Newell.
Question. Was there any explanation given to you of the reason of the bill being rendered in his name, when the purchase was made from Ward & Gore?
Answer. I do not know that there was. Mr. Gove was a man I had seen, and knew him by sight. He stated that although we bought the coffee of him, he (Newell) was authorized to collect the money.
Question. How did Ward & Gore pay the money?
Answer. By a check on the bank.
Question. Have you any acquaintance with Mr. Newell at all?
Answer. No, sir.
Question. Have you ever seen him?
Answer. No, sir.
Question. Do you know whether he is a dealer in coffee?
Answer. I do not know. I never heard of him before or since.
Question. Are you acquainted with the rates of storage in New York?
Answer. Yes, sir.
Question. How are charges for storage regulated?
Answer. Do you mean specific articles?
Question. Well, say coffee.
Answer. Well, the customary charge of storage on Rio coffee was three cents per bag per month, and the same for what is called labor. It is three cents for labor, whether it remains one day or one year, but storage is three cents per month.
Question. How much for other kinds of coffee?
Answer. Smaller bags are subject to a less charge. Rio coffee is generally put up in larger bags than other kinds of coffee.
Question. Now, as to cotton in bales?
Answer. I am not familiar with charges for that. Sugar is thirty-one cents per hogshead per month, and twenty-five or thirty cents for labor. Labor is always one charge—it is not a monthly charge.
Question. How as to assorted merchandise, where there are a great many sizes and kinds?
Answer. That is usually determined by contract, unless they are articles of such common use that the rates are well established.
Question. Isn't the charge determined always with reference to the amount of room occupied?
Answer. There are specific charges applying to each package; whether more or less, depends upon the size.
Question. Is there a tariff of charges for storage fixed by the Chamber of Commerce?

Answer. I think there is.

Question. From your experience in business, can you tell whether the Chamber of Commerce tariff is not higher than is ordinarily charged?

Answer. They are higher.

Question. About how much higher?

Answer. I should say, without giving the matter much reflection, perhaps twenty per cent. higher.

Question. What is the average weight of Rio coffee?

Answer. 160 pounds we consider the average weight.

Queston. What is the average of Java coffee?

Answer. Of what is termed "government Java," coming from Holland, about 128 to 130 pounds per bag. The Laguayra coffee is about 112 pounds for what is called the quintal. Maracaibo coffee, there are two sizes of bags, about 100 and 120 pounds—as often one size as another. East India coffees are usually about 130 pounds to the bag or package, and there are sometimes bags of a much larger weight from the East Indies, but that seldom happens. The sizes are irregular to some extent. Jamaica coffee, 190 to 200 pounds per bag is the ordinary weight.

Question. Do you know of any ordinary coffee being brought to this market weighing less than 100 pounds?

Answer. There are mats of Java coffee which vary in size from 45 to 75 pounds. Those packages are not of uniform weight.

Question. Do you know of a coffee dealer named Underhill?

Answer. No, sir.

Question. Do you know of a dealer in coffee named Lovejoy?

Answer. No, sir.

Question. Was your firm represented by any one at the sale of the Stettin, in November, 1862?

Answer. I think not, sir.

Question. Did you know that there was coffee to be sold at that time?

Answer. No, sir, I did not.

Question. Did you know that this lot you bought of Newell had been sold at auction a few days previously?

Answer. I did not.

Mr. Benedict. Is it not understood that the rates of storage, of which you speak, are charges payable on the delivery of the articles?

Answer. I think it is.

Mr. Owen. Are there any other charges generally included in a storage bill, such as charges for cooperage, or other labor, besides the mere storage and labor of storing?

Answer. When goods are in bad order, there is sometimes a charge for repairs. On sugars there is usually a charge for cooperage.

Question. Well, take other cases. Is it uncommon to find charges of that kind, or does it belong to merchants or owners of the cargo?

Answer. They usually attend to that.

Question. This charge for labor—what does that include?

Answer. The receiving and delivery of the goods; delivering on the sidewalk of the merchant. When the goods are put upon the sidewalk the duties of the warehouseman are ended.

Question. It does not include discharging a cargo from the vessel?

Answer. Certainly not.

Question. Does your firm receive a commission for selling merchandise?

Answer. Yes, sir.

Question. What kind?

Answer. We have sold coffee on commission; also sugar and various kinds of merchandise.

Question. Have you ever sold sugar through an auctioneer?

Answer. Yes, sir. We have sold sugar through auctioneers.

Question. What charges do you include, in such a case, in the disbursement account? I do not speak of your commission. What would be your general charges?

Answer. There would be the cartage to the warehouse; there would be insurance. When we come to dispose of the goods by auction, the auctioneer would advertise them, and have catalogues printed; and after they are sold, they would be delivered. The goods would be required to be put into merchantable order. Sugar would require cooperage. That would be all the charges.

Question. Then the auctioneer sells the goods and returns to you the net proceeds, deducting his commissions, these expenses, the advertising, catalogues, and all that?

Answer. Yes, sir.

Question. What does the auctioneer ordinarily charge?

Answer. It is three-quarters per cent., besides the State tax, which, I think, is a half per cent. That would be one and a quarter per cent.

Question. What do you charge when you come to a settlement—do you charge upon the gross or net proceeds?

Answer. We should charge upon the net of what we should receive from the auctioneer.

Question. Do you charge commissions on your disbursements?

Answer. No, sir; no commissions on disbursements.

Question. How would that rule apply to other articles of merchandise, such as tea or naval stores?

Answer. We never had any experience with such articles; we never sold tea at auction belonging to other parties.

Question. Do you know Simeon Draper?

Answer. I have no personal acquaintance with him.

Question. When you put property into the hands of an auctioneer, do you require security from him?

Answer. No, sir.

Question. Do you receive the money from him?

Answer. Yes, sir.

Question. How soon does he account to you?

Answer. As soon as he can make the amounts up. We should suppose he would account the next day after receiving the proceeds.

Question. Would you think it proper for him to receive large sums of money and not account for them for six weeks?

Answer. I should think not. We should not think it right for us, not if we applied for the proceeds.

Mr. Smidt. How long does it take usually to close up a large cargo of assorted goods?

Answer. Well, for instance, take a cargo at which there are a good many buyers—parties from different sections of the country—where bills have to be sent to them, I should think three weeks, or perhaps a month, would be necessary to make all the collections and close up the transaction.

Mr. Owen. Did you ever require payments on account from the auctioneer?

Answer. I think that is customary where parties apply for it.

Mr. Smidt. But it is not usual unless parties do apply?

Answer. Yes, merchants usually expect that.

Mr. Upton. When an auctioneer makes a sale for a commission merchant, I take it, his duties are very much more extensive than merely crying the goods; they include collecting the money, preparation of the catalogue, exhibition of

the goods, &c. The auctioneer has the custody, control, and arrangement; and all that is included in the three-quarters of one per cent.?

Answer. Yes, sir; I think so.

Mr. Smidt. Do you mean to say that all these charges are paid out of the three-quarters per cent.?

Answer. No, sir; I mean the labor; they are entitled to their commissions exclusive of disbursements, without any deductions of any kind.

Mr. Upton. They are entitled to that for the service I have stated?

Answer. Yes, sir; for everything except disbursements.

Mr. Benedict. Do they charge for the use of their store?

Answer. Yes, sir; that is customary.

Question. Is there any rate for that?

Answer. The auctioneers' sales are generally conducted in rooms adapted to that purpose; there is a specific charge for it; I do not know the exact amount.

Question. Do they charge for clerk-hire?

Answer. Not to my knowledge.

Mr. Upton. In your enumeration of the different kinds of coffee packages, I did not hear you speak of Mexican coffee. Is there a kind of coffee which comes from Mexico in mats similar to the Java coffee?

Answer. It is very rare that coffee comes from Mexico, and not having any special lot in my mind I cannot speak of it.

Question. Do you know whether coffee put up in Mexico varies more in the size of its packages than other coffee?

Answer. I cannot say; I have no knowledge whatever of the size of the packages, never having purchased any.—(See Exhibit 35.)

Examination of A. F. Higgins.

Mr. Smidt. What is your business?

Answer. I am an average adjuster.

Question. How long have you been in that business?

Answer. About seventeen years.

Question. I believe you had some connexion with the schooner Actor?

Answer. We did, sir.

Question. Before or after she came into the hands of the prize commissioners and marshal?

Answer. Before, and after also.

Question. What had you to do with the Actor before she came into this port?

Answer. Our firm have, as a matter of investment, engaged in "wrecking" vessels and "outfits," and we had, in the early part of last year, a "wrecking" vessel in Hatteras inlet, the schooner Actor having been taken by a prize crew, dragged ashore, and was sunk, with her cargo in her. Commodore Rowan applied to our agent to get the vessel raised, and made a contract with him that the vessel should be raised and the cargo should be transported to New York. She was entirely submerged, and, after pretty severe exertions, we succeeded in raising her, took out the cargo, put it aboard another vessel, put a competent master and crew on board, and delivered the vessel and cargo in New York according to contract.

Question. Who received the vessel and cargo in New York?

Answer. The prize commissioners.

Question. What became of her after the delivery to the prize commissioners?

Answer. At their request we kept charge of her by putting a watchman aboard of her, establishing her in a safe place, &c., and only delivered her formally to the prize commissioners. We actually handed her over to them, I think, the very day of the sale. At their request the vessel which had the cargo went over to the Union stores at Brooklyn.

Question. Where was the vessel sold?

Answer. In Brooklyn, at the wharf of the Union stores.

Question. How was that sale advertised and conducted?

Answer. The vessel and cargo were advertised by a very small notice of two or three lines, simply announcing that a vessel and cargo and a steam saw-mill would be sold.

Question. Did you remonstrate with any person in regard to the manner in which that vessel was disposed of?

Answer. The vessel we did not suppose had much value, but the cargo, or the most valuable portion of it, was a steam saw-mill which we thought required a peculiar notice. When the vessel was sold I went over to see it "protected," and I told Mr. Elliott that the advertising had been very insufficient for such a piece of property, and that it ought not to be sold at that time. The only *bona fide* bid made upon it was two hundred dollars. I bid five hundred at once, and told Mr. Elliott it would be a very great sacrifice to sell it then. The boilers and engine alone could not be duplicated for $6,000. He said he would stop the sale and give a fuller advertisement. I returned to my office, prepared such an advertisement, sent it up to him, and he promised me to see it inserted in papers in the lumber regions, among people where saw-mills are in demand. I am not aware that the advertisement has been inserted anywhere since. I have seen an advertisement a little larger than their first one, and a little more displayed, since; and in the mean time we had called the attention of machinists to the saw-mill, and at our urgent solicitation, after a lapse of four or five months, it was sold, and brought $2,105 01. The first sale, my impression is, was in December, and the second in July or August.

Question. Which would be the best season of the year for such a sale—December or July?

Answer. I should think in the summer season, as the transportation in winter would be more expensive, and it is the best time for preparation for the lumber season.

Question. Where was this cargo stored?

Answer. A portion of it was put in the warehouse of the Union stores, consisting of an engine and some fixtures.

Question. Would it take up much space?

Answer. It took up space equal to about 15 feet square. The boilers and fly-wheels were left out on the dock.

Question. How long was this cargo in possession of the warehouse men?

Answer. My impression is that they had it in the neighborhood of six months.

Question. Do you know what would be the usual and customary rate of storage for that bulk in a warehouse?

Answer. I should say certainly not exceeding from 15 to 20 dollars a month.

Question. Is it usual to charge wharfage for articles left out upon the dock as those boilers were?

Answer. Perhaps not, specifically as wharfage. They were charged simply a round sum for the whole lot. Such things are generally not left upon the wharf unless there is plenty of room.

Question. Do you know what it would be worth?

Answer. No, sir; I do not. I took the precaution to send over to Ward & Gore to know what the probable custody and storage of that cargo would be. The person I sent over returned with the answer that the storage would be made all right. I replied that that would not be satisfactory, and, unless the cargo could be taken care of at an economical rate, we wished to make other arrangements. We had an interest in the vessel and cargo which we expected to receive out of the sale of the vessel. The answer he brought back the second time was that the charges would not exceed twenty-five dollars a month. It

was impressed so strongly on my mind, that I wrote it in pencil on the bill a that time "not to exceed $25 a month."

Question. Who was the man you sent?

Answer. Mr. Secor, agent of the Screw-Bolt Manufactory, up on Eighth street.

Question. Do you know how much was charged on that property as storage in the Union stores?

Answer. They sent in a bill at first of $850, I think—at all events, it was over $800.

Question. Do you recollect how much that was cut down to?

Answer. It was cut down to one-half.

Question. Did you have any conversation with either Ward or Gore in relation to that bill?

Answer. I did. I remonstrated, and said we had made an agreement, and sent over to see Ward & Gore about it. After finding out that we could get no satisfaction, they persisting in their charges, we determined to oppose the bill on its taxation. At the first hearing it was put off. At the second hearing Mr. Ward came to our office and asked for me, and wanted to know what was the trouble. I told him I had taken the pains to send over beforehand to get a definite statement as to what the storage would be. He said that Gore denied that, and said that Gore stated that it would be $25 a month additional, after setting up the engine. I told him that was nonsense, and reiterated the agreement. He said Gore denied all that; that he didn't himself know anything about it; that Gore was his partner, and he was bound to believe him. I told him I thought it was a very outrageous and dishonorable piece of business. He said he hoped I would not do anything wrong about it. I told him I did not feel disposed to visit my remarks upon him. He said "I am willing to do what is right." I said "What do you call right?" He said he would take off half the bill. Upon that I consulted with my partner, and he said, although the bill would still be too large, we could hardly hope to have it reduced more than half. So we accepted that, and took no further action.

Question. What would the bill have amounted to according to the agreement?

Answer. I figured it up and told Mr. Owen to offer two hundred dollars. That would exceed the twenty-five dollars a month, but there were some items besides that they might claim compensation for, and we thought two hundred dollars would be fully fair. We did not want to be mean about it, and did not mind fifty dollars, one way or the other.

Question. Was this cargo insured?

Answer. No, sir. It could not have injured the property much if the store had taken fire.

Mr. Upton. Do you recollect of Mr. Elliott's telling you that he had applied to the court for power or authority to advertise that saw-mill in the country newspapers?

Answer. He did not tell me personally. I remember of sending to him to ask about the advertisement, and there were some reasons given why it had not been attended to. As far as he was concerned, I am satisfied he did what he could.

Question. You do not attribute any neglect to the prize commissioners?

Answer. Only in one particular, and that was the great delay. I supposed it was due to some one, but could not tell to whom. I did not impute it to the prize commissioners particularly.

Mr. Benedict. To advertise in the lumber regions would have been expensive, would it not?

Answer. No, sir. One week in a few day papers would have been enough, and that would not have been expensive.

Mr. Upton. You did not propose to incur that expense yourself?

Answer. No, sir; but we would have been perfectly willing to have been at that expense ourselves.

Question. Why didn't you?

Answer. It was in the hands of the prize commissioners, and they would not permit it. We had no right to advertise. We could not assert a single claim to the vessel or cargo till the prize commissioners were done with it.

Question. You don't suppose they would have objected to your advertising?

Answer. No, sir; it did not occur to me that they would.

Mr. Smidt. Did you feel aggrieved that you did not get authority to advertise the property at your own expense?

Answer. No, sir; it never occurred to us to make that proposition, because we took it for granted that they were in process of doing it.

Question. Well, when you found that they had not done it themselves?

Answer. I should think so now, in looking back at the matter, because the cargo was being eaten up with losses and expenses. In fact, we haven't got our money yet.

Mr. Jordan. Do I understand it to be admitted here that that was all the publication that was made?

Answer. The advertising was a subject of correspondence between the prize commissioners and myself, and I remember that the prize commissioners suggested that there might be a question as to whether they would be authorized to go to the expense of making this additional publication, and I instructed them that there would be no difficulty in getting an allowance of a sufficient sum to procure a proper notice.

Mr. Smidt. Have you every reason to believe that if you had not attended at that sale that this property would have been bought for two hundred dollars?

Answer. I really believe so, sir.

Question. You simply waived your bid so as to make another sale?

Answer. We should have been perfectly willing to have taken it at five hundred dollars, because we would have got off clear and got our money out of it.

Mr. Owen. What did you think the prize commissioners had to do with that property?

Answer. I did not think they had much to do with it.

Question. Have you any knowledge of the duties and the shifting of duties in regard to prize property?

Answer. I do not, sir.

Question. Do you know that the prize commissioners are only in custody of the prize property between the time of the presentation of a case in court and the time of taking possession by the marshal?

Answer. No, sir; I was not aware of it.

Question. Do you know whether there is any duty on the part of the prize commissioners to advertise prize property?

Answer. I did not know that it was their duty, but I knew they were in the habit of doing it.

Question. The legal advertisement would be the marshal's, would it not?

Answer. I believe so.

Question. The advertisement you saw—was it under the auctioneer's head?

Answer. No, sir; I think it was your advertisement. I have no recollection of any other. We were quite interested in the case, and I think I should have seen it if there had been any other.

Question. You got all the information you sought for in regard to this prize property when you asked the prize commissioners, did you not?

Answer. I did, sir; from yourself in particular. You did all you could about it, and Mr. Upton did all he could, I think.

Question. Your claim was large, and that was the reason you attended the sale?

Answer. Yes, sir; our firm had a claim of three thousand dollars against the property, and we confidently believed there would be a surplus of four or five thousand dollars.

Question. You know, however, that a steam saw-mill is not a very marketable article?

Answer. Perhaps not, as a mill; but those boilers were very good and very desirable, and might have brought high prices. So far as the city is concerned, I have no doubt the advertising was well enough, but we thought it ought to have been advertised in the country.

Mr. Jordan. It was so suggested to me; I at once saw the propriety, and if I remember rightly, I agreed that publication should be made in the country papers.

Mr. Owen. That correspondence was not with me?

Mr. Jordan. No, sir.

Mr. Upton. You say you thought the delays here were a matter of complaint, and you were inclined to attribute these delays to the prize commissioners; you supposed they had the conduct of the prize suit in court; you took that for granted?

Answer. Yes, sir.

Question. Of course, we all know that you are not familiar with these prize proceedings. When this property was brought in here, either the vessel or the cargo, did there come with the property any person or persons, who were captured with the prize, as witnesses?

Answer. I think not, sir.

Question. Then it became necessary, did it not, or were you not informed, to delay action from the time of the filing of the libel until persons could be found and brought from North Carolina to give the necessary evidence?

Answer. That was suggested by Mr. Owen as one cause of the delay. I immediately said to him I thought the judge would grant an order for disposing of the property as depreciating or perishing. The first sale I know was by order of the court, but the second sale I thought was within the jurisdiction of the prize commissioners. That was my supposition.

Mr. Owen. That ought to be corrected decidedly.

Judge Kirkland. This witness says that this first sale was in July. If they sold in July, why didn't they have the power to sell it again before six months? If they offered it for sale once in July, there must have been power to sell it again in August.

Answer. The only reason I know or supposed for the delay was to admit of the possibility of the insertion of this advertisement which I recommended, and I knew no reason why it should take more than thirty days.

Mr. Owen. Of course, if it was once offered and then withdrawn it might have been put up again right away; but the witness, through not understanding the duties of the prize commissioners, thought that they ought to do these things, when, in fact, they hadn't anything to do with it.

Mr. Jordan. I hope that this point will be borne in mind, and that Mr. Elliott's attention will be called to it. It is possible that he might have handed my letter to the marshal.

Mr. Benedict. You stated that you had intended to oppose this bill of Ward & Gore on its presentation in court for taxation. You, perhaps, said so to some one at the time.

Answer. I did, sir; to Mr. Gray and to Mr. Owen.

Question. Did they inform you that you had a right to appear there and oppose?

Answer. Certainly, sir.

Question. But you did not appear in consequence of the bill being reduced one-half?

Answer. Yes, sir.
Question. I did not quite hear about the two hundred dollars?
Answer. That was the first offer we made.
Question. Did not Ward & Gore insist that their bill was right?
Answer. Mr. Ward did, but I do not think that Mr. Gore did when I put the facts to him.
Mr. Glassey. Did you consider the bill right in its final state?
Answer. I did not.
Question. You consented to the settlement?
Answer. Yes, sir; because I considered I had a poor chance to get it cut down any more.
Mr. Smidt. There is a charge for insurance in the marshal's bills put down in this book, (the circular letter;) the charge is twenty-one dollars.
Mr. Benedict. Was this engine injured in any way?
Answer. Oh, yes; it had been all under water.
Mr. Upton. It was put into good condition, wasn't it?
Answer. Yes; but we paid the expense ourselves; Mr. Elliott said he had no authority to do it.

Examination of Samuel J. Jacobs.

Mr. Smidt. What business are you engaged in?
Answer. I am in the fur business.
Question. Have you been accustomed to attend auction sales?
Answer. Yes, sir.
Question. Have you attended any of what are called prize sales?
Answer. I have.
Question. Which ones?
Answer. I have attended three: the Anglia, the Scotia, and the Robert Bruce.
Question. What did you observe peculiar, if anything, in the manner of conducting the sales of the Anglia?
Answer. There were some goods not properly exhibited.
Question. What were those goods?
Answer. They were trunks and boxes containing linen handkerchiefs, pins, needles, and a general variety.
Question. In what respect were they not properly exhibited?
Answer. The packages which I refer to were not opened at all.
Question. Was that sale without reclamation for damage?
Answer. Yes, sir, it was so announced.
Question. How did you know what those packages contained?
Answer. From the printed list in the catalogue, that was all.
Question. You had no facilities for ascertaining if the catalogue was correct?
Answer. No, sir.
Question. Nor whether the goods were sound or damaged?
Answer. I think that was specified on the catalogue, but I had no facilities outside of the catalogue.
Question. Nor whether the quantity represented was there?
Answer. No, sir.
Question. Did you have a catalogue at that sale?
Answer. I did. This is the one I had. These figurings are mine.
Question. Do you recollect that one parcel being sold?
Answer. Yes, sir.
Question. What is that?
Answer. It is lot 274—a lot of Rio coffee, musty.
Question. To whom was that coffee sold?
Answer. To Lackey & Lovejoy.
Question. Who were they?

Answer. I have no knowledge except from the Directory. They are put down there as junk dealers.

Question. How was that coffee exposed for sale?

Answer. Several bags of it were cut open from which samples could be taken.

Question. Before the sale was it so that it could be seen for any length of time?

Answer. No, sir; but the advertisement stated that the goods would be exhibited on the morning of the sale.

Question. Did you go over before the sale?

Answer. Yes, sir; I went over two hours before the sale.

Question. Did you know who opened those bags of coffee?

Answer. I do not.

Question. How many bags were exposed for examination?

Answer. I couldn't say positively—some few bags.

Question. Were there less than a dozen?

Answer. I cannot say.

Question. Were there less than half a dozen?

Answer. I really cannot say.

Question. Did you ever trace that coffee to see what became of it afterwards?

Answer. I did not.

Question. How was the balance of that coffee stored?

Answer. I am unable to say. I made no search to examine the balance.

Question. Did you notice how the goods by that vessel were advertised for sale?

Answer. Yes, sir; I read the advertisement, I think, the day before, but seeing it announced that it would not be exposed for examination till the morning of the sale, I did not go over till that morning.

Question. How long before the sale were the catalogues to be ready by the advertisement?

Answer. I do not remember exactly, some three or four days.

Question. Did you attempt to get a catalogue before the sale?

Answer. I did not.

Question. Did you ever hear of parties having permits from the marshal to see the articles to be sold prior to the sale?

Answer. I know they were issued in one or two instances. They were issued at the next sale of the Scotia's cargo.

Question. To whom were they issued?

Answer. To Mr. Underhill, formerly with Starr & Underhill, in the hat business.

Question. How long before the sale did he have a permit?

Answer. I think only the day before. I had one of the permits myself. It was handed to Mr. Underhill, and I got it from him. He had two of them, and I told him since he had two he might as well give me one.

Question. Do you know of any one else having permits?

Answer. No, sir.

Question. Did Mr. Underhill buy anything at that sale?

Answer. I do not think he did.

Question. Do you know whether he had any permits for the "Anglia?"

Answer. I do not.

Question. Was he a buyer at the "Anglia's" sale?

Answer. I think he was. I think he attended all the prize sales—so he told me.

Question. Was he a purchaser at the "Robert Bruce" sale?

Answer. I believe not. I have not seen his name in any sale where I attended.

Question. Now, how did Underhill say he procured permits from the marshal's office—from whom at the marshal's office did he procure them?

Answer. I do not think he stated to me from whom he got them. This per.

mit was signed by the marshal. It is a printed permit with blanks for date and signature. It read something like this. "Will please permit to examine prize steamer so and so," and the name of the vessel was written in.

Question. Have you noticed anything else peculiar in the manner of conducting prize sales?

Answer. Since the Anglia, the goods of the Scotia were very fairly exhibited. I meant to speak particularly of the trunks and boxes from the Anglia. They were not opened and were not exhibited at all; otherwise the goods at that sale were fairly exhibited.

Question. Did you ever apply at the marshal's office to get permits after Underhill told you that he got them there?

Answer. No, sir.

Question. Did you think it peculiar that persons got these permits before the sale?

Answer. I can give you my impression; and that was, that people could go over and see the goods outside of the terms of the advertisement.

Question. Do you mean the public generally, or certain individuals?

Answer. I mean those who could get permits.

Question. Did you suppose anybody could get permits?

Answer. I supposed anybody would have to apply to some proper authority to get a permit.

Mr. Jordan. Do you know whether persons generally were accustomed to apply?

Answer. I do not.

Question. Do you know whether any person ever applied and was refused?

Answer. I do not; I have no means of knowing.

Question. Was it generally understood that permits could be had on application?

Answer. I have no information on that point.

Mr. Upton. You say the advertisement stated that this property would be on exhibition on the morning of the sale. Do you mean to be understood to say that the advertisements stated that the property could not be seen till then?

Answer. I inferred so.

Question. Then it was your inference; but the advertisements did not, in fact, state so?

Answer. No, sir.

Question. You knew that they might be seen on other days before the sale by obtaining permits?

Answer. No; I did not know that. I had no information about permits.

Question. Then, for aught you know, any person might have had a permit at the marshal's office, and made these very examinations you speak of?

Answer. Yes, sir, for aught I know.

Mr. Smidt. How was the cargo of the Anglia generally arranged?

Answer. It was arranged in bales and boxes along the sides and through the centre of the building, with spaces between to give opportunity for examination.

Question. Was it arranged as it usually is in an ordinary auction?

Answer. No, sir; they have not facilities for arranging as it is in ordinary auction sales in this city. In auction sales generally the goods are displayed out of the boxes and on counters. They have not these facilities in their store.

Mr. Upton. You went to buy coffee, or something of that kind?

Answer. No; I wanted to buy linings for robes.

Question. You would have bought the coffee if you had had a chance?

Answer. No; I would not have bought the coffee.

Mr. Benedict. Were these articles arranged so that persons examining could get about among them?

Answer. Yes, sir; there was one row of packages around the store, and two lines, I think, up the centre for a space of a hundred feet.

Question. Did you buy anything at that sale?

Answer. No, sir.

Question. Why not?

Answer. The prices did not suit me.

Question. On the impression which you got did the property sell well?

Answer. Those articles I am familiar with did.

Mr. Smidt. Did you intend to purchase that coffee?

Answer. No, sir.

Question. When you saw it did you take measures to ascertain its value?

Answer. No, sir.

Question. Did you submit any of it to a broker for examination?

Answer. No, sir.

Question. Do you know its value?

Answer. Only from hearsay; some one told me it was worth twenty-eight cents.

Question. Who told you?

Answer. Mr. Cleveland told me the next day.

Question. Is he familiar with coffee?

Answer. I think so; he is in the appraising business.

Question. What did it sell at?

Answer. At twenty-three cents, I believe.

Examination of Cyrus Cleveland.

Mr. Smidt. What is your occupation or business?

Answer. I am an appraiser.

Question. How long have you been at that business?

Answer. About eight years.

Question. Did you attend any of the sales of the prize cargoes?

Answer. I did; I attended at the sale of the "Anglia." I was over there when it commenced, but did not attend it all through.

Question. Did you know of that sale before it occurred?

Answer. I did.

Question. Did you take steps to inform yourself of the value of the vessel and cargo?

Answer. I got a catalogue and went over to see the goods some three days before the sale.

Question. Did you get a chance to see the goods prior to the day of sale?

Answer. I applied, and was answered that they could not be seen till the morning of the sale. I went to the marshal's office for a catalogue—went with the intention of getting an opportunity to see the goods if they could be seen.

Question. Had you heard of persons getting permits before the sale?

Answer. No, sir.

Question. Had you heard of persons being refused permits?

Answer. No, sir; I never heard the question asked at all.

Question. Did you know of any persons having permits?

Answer. No, sir; I merely asked the question if I could see the goods.

Question. Was it any one connected with the marshal's office who told you this?

Answer. I suppose so. He was behind the desk, and handed me the catalogue.

Question. Would you know him again?

Answer. I do not know that I would; I did not look to see who he was, except that I knew it was not the marshal.

Question. Did you notice this coffee that sold there from the "Anglia?"
Answer. I did not notice it particularly at the time of the sale.
Question. Are you a judge of the coffee that was sold?
Answer. I am a judge in this way: I am a judge of the relative value between damaged and sound coffee more than of the coffee itself. This lot was marked on the catalogue as "musty."
Question. Did you know about the value of it?
Answer. It was worth about thirty cents sound.
Question. Do you know what it sold for?
Answer. I only know from being told by Mr. Jacobs; I said it must have been badly damaged, because it sounded like a low price.
Question. Did you after the sale get a sample of that coffee?
Answer. Yes, sir.
Question. From whom?
Answer. From the weigh-master.
Question. Did you have it examined?
Answer. I showed it to a broker just to satisfy myself.
Question. What was his opinion?
Answer. He thought it worth twenty-seven to twenty-eight cents—quick at twenty-seven.
Question. Did that agree with your opinion?
Answer. Yes, sir.
Question. You assumed that the market rate was thirty, and the damage on this lot was about two cents per pound?
Answer. Yes, sir.
Question. Who was that broker?
Answer. Mr. Dow, of the firm of Dow & Youngs.
Question. Do you know Mr. Underhill, who has been spoken of here?
Answer. No, sir.
Mr. Upton. Are you familiar with the article of coffee itself?
Answer. Yes, sir.
Question. Do you not know that when coffee becomes damaged, as this is described in the catalogue to be, there is no way of estimating its value by sample; that you must look at the whole, and that it is only when coffee is perfect that a sample will enable a purchaser to judge?
Answer. Yes, sir; or else get a sample of the whole when it is all mixed together.
Question. But you cannot have a sample of the whole, when there is damage to separate bags, unless you sample every bag?
Answer. Yes, sir.
Question. That was not done in this case, was it?
Answer. The weigher told me he took an average of the bags.
Question. Were you in the habit of attending these sales?
Answer. I have frequently done so.
Question. The prize sales were well attended, were they not?
Answer. Yes, sir; generally well attended.
Question. The property brought fair and reasonable prices?
Answer. It was impossible to tell as to that. You couldn't always know what you were getting. There were a great many people there, but I did not see many regular merchants there.
Question. They were speculators and persons buying goods not pertaining to their business—junk dealers who were buying coffee and so on?
Answer. Yes, sir; so it seemed to me at the time.
Question. You say you are an appraiser?
Answer. Yes, sir; for appraising vessels—underwriters' appraiser.
Question. What was your purpose in attending these sales?

Answer. Well, if I had seen anything there offering a good bargain, I should have bought it.

Question. Then you went as a speculator?

Answer. No, not exactly as a speculator. I was called upon to appraise two prize cargoes, the "Circassian" and the "Augusta." That led me to take an interest in these sales.

Question. Did you buy much at the sales?

Answer. No, sir.

Question. The goods generally went higher than you thought prudent to offer?

Answer. No, sir; I did not really intend to buy unless I saw something going very cheap.

Question. Did you buy anything?

Answer. Yes, sir; I bought four packages of medicines, and have got them now.

Mr. Owen. Wasn't it the general conclusion at those sales that the property brought full prices?

Answer. Well, I couldn't say that; I did not hear much about it.

Mr. Smidt. In your judgment, were the articles sold at those sales arranged so that the public had a full opportunity to judge of the quality, quantity and condition of the articles?

Answer. No, sir; I think not.

Question. Has not your experience in auction sales been quite extensive owing to your attendance on sales for the underwriters?

Answer. Yes, sir.

Question. And also arranging them for sale?

Answer. Somewhat.

Question. Now, when you sent over to this weigher for a sample of this coffee, did you not ask him for a fair average sample?

Answer. I did.

Question. Isn't it usual to take some from each bag to make up an average sample?

Answer. Yes, sir. He brought it to me, and said, "I took that from different bags, and I should think it was a fair sample of the whole." His name was John. I do not know any further than that as to his name. (The witness here produced a little parcel of samples.)

Mr. Upton. That would be a very little amount from two hundred bags. Is there an average damage that can be ascertained?

Answer. Well, you can tell pretty well from the looks of the bags.

Question. How much is there in this parcel?

Answer, About a pound.

Mr. Smidt. Have you attended any of the sales in this city of the marshal of Florida?

Answer. Yes, sir.

Question. How were those sales conducted as compared with these?

Answer. I prepared one of those sales, and that was held in Park Place. We there took bales of flannels, and showed the whole bale up. Sometimes we took samples of the flannels. From the dress goods we took enough out to show a fair sample of the dresses. I think six dresses were taken out and hung up so that they could be seen. The boxes of medicines were opened and exposed, and where it could be done by sample it was done by sample; but where it could not, the whole was exposed.

Question. How long before the sale was this done?

Answer. It was done some time before the sale, but it was exhibited one day before the sale all day.

Question. You have seen no such arrangement by the marshal or prize commissioners in this port?

Answer. Not so fully as that. The last one or two of the sales have been very well done.

Mr. Owen. How many sales made by the prize commissioners or marshal have you attended?

Answer. I have been to three, but I did not attend them all through—the Scotia, the Anglia, and I forget the name of the other vessel.

Question. What was the cargo of the other vessel?

Answer. I think it was naval stores. I did not go for the purpose of attending the sales, but happening over there I dropped in.

Question. How many sales have you made by direction of the underwriters

Answer. Well, hundreds of them within the last four or five years.

Question. How is a cargo generally displayed in these sales?

Answer. Well, mostly where a cargo is of such a character that it can be done, the goods are taken to Hanover square. Generally it is brought into the street opposite the auctioneer's warehouse. I am speaking now of coarse goods, unless it is hides, which are sold on the dock.

Question. How about this property from Key West?

Answer. That was all sorts of goods—an assorted cargo.

Question. Did you attend to getting up that sale?

Answer. Yes, sir. The Augusta I attended to almost entirely.

Question. What auctioneer did you employ?

Answer. Jones & Co., and the partner, Mr. Scudder.

Question. Do you know what commissions they charge?

Answer. No, sir.

Examination of William H. Thompson.

Mr. Glassey. Are you employed in the office of the United States marshal?

Answer. I am, sir, as clerk.

Question. You have a knowledge of all the business done in the office?

Answer. No, sir, not all of it.

Question. What part of it do you attend to?

Answer. The generality of the business I take charge of—all the desk business.

Question. Do you make out the bills of costs and fees?

Answer. Yes, sir.

Question. Do you know how many returns or statements have been made by the marshal to the Secretary of the Navy in prize cases, such as are required by act of Congress?

Answer. I do not know how you mean, sir.

Question. There is an act of Congress requiring the marshal to report to the Secretary of the Navy, once in each month, an account of his expenses. Have any such returns been made?

Answer. Not once a month. There has been a general return of the whole business, but no monthly returns.

Question. What time was that general return made?

Answer. Some three or four months since; it might have been six months.

Question. Have any returns been made since that time?

Answer. Not any since that time.

Question. How many bills of costs have been made out and taxed since that general return was made?

(Mr. Benedict. The act of July, last year, required that monthly return.)

Answer. I should think about twenty to thirty since that time.

Question. How many were included in that general statement?

Answer. This return, sent on to the Solicitor, was a statement of the average daily expenses, amount of costs, auctioneer's commissions, &c., but not bills of costs.

Question. Did it not purport to be all the expenses of the marshal's office in connexion with prize property?

Answer. Yes, sir, the average daily expenses.

Question. No return has been made since?

Answer. No, sir.

Question. And some twenty or thirty bills have been incurred since?

Answer. Yes, sir.

Question. Were you in the office in the spring of 1861?

Answer. I was.

Question. Do you know when the first bills of costs were taxed in prize cases?

Answer. I cannot remember when. I think it was in the latter part of 1861. There were very few which are not included in this book. It was in November, 1862, that the judge began to tax costs in prize cases. There may have been two or three very small cases before that, and not in this book, which was begun then.

Question. Do your books show the gross amounts of the marshal's expenses in prize cases up to the present time?

Answer. They will show it in each case.

Question. Haven't they been footed up?

Answer. No, sir.

Question. Couldn't you take off the amounts?

Answer. The marshal's emolument account would show that. I mean his costs. I do not mean to include his disbursements in his costs.

Question. The marshal's taxed costs are included in every case in his private emolument account?

Answer. Yes, sir; that is, his commissions are included. That footed up would show the gross amounts of the marshal's fees and expenses.

Question. Could you make up that account?

Answer. Yes, sir; I will.

Question. How many ship-keepers have been employed by the marshal?

Answer. I could not tell you.

Question. Has there not been a charge for one man in attendance on every vessel?

Answer. Not as yet, because the bills have not been made. The marshal is allowed $2 50 per day by law for the custody of a vessel, and it is optional with him whether he employs a man or not. He is responsible for the goods. That is his custody fee, whether he employs a man or not; but he does, in fact, employ a man on each vessel, as far as I know.

Question. Do you know whether charges for ship-keepers are included in the bills of the storekeepers?

Answer. They have put in such bills—I think I have seen such bills; but they were stricken out.

Question. Your books will show all disbursements?

Answer. Yes, sir. We have these papers printed in blank, and we will furnish what you want in these blanks.

Mr. Smidt. Were you accustomed to go to Mr. Draper for money on these sales?

Answer. Very often, sir.

Question. Did you ever apply for money after an account was closed that you did not receive it?

Answer. Not after an account was closed, sir; or, at all events, they sent it up two or three days after I called.

Question. Is the prize property insured by the marshal?
Answer. It is insured.
Question. How?
Answer. By open policies.
Question. To what amount?
Answer. I do not know.
Question. In what companies?
Answer. I do not know. The policies will show that.
Question. Who has charge of that branch?
Answer. I think Mr. Murray and my father take charge of the insurance part of the business.
Question. In making up your bills of costs, who averages the charges for insurance?
Answer. Well, the average is one per cent. It was agreed to by the marshal that that should be the charge included in all the bills.
Question. One per cent. for how long a time?
Answer. One per cent. on the cargo as it is sold. It doesn't make any difference as to time. It doesn't make any difference whether a cargo is insured one month, or ten months, or three years, the charge would be the same—one per cent.
Question. Is that the usual way of averaging insurance for such purposes?
Answer. That I do not know, sir.
Question. Do you know the total amount of the policies?
Answer. No, sir.
Question. That works a hardship upon a cargo stored only a short time?
Answer. I do not know, sir.
Question. Did you make up the costs in the case of the schooner Troy?
Answer. I do not know whether I did or not.
Question. Did you draw up this bill? (Exhibiting a paper.)
Answer. I never made that out. It is not my writing.
Question. Whose writing is it?
Answer. I think it is the writing of Mr. Murphy, a clerk in the district clerk's office.
Mr. Smidt. Oh, yes. That's a copy.
Mr. Owen. That's about as near as you generally get.
Mr. Smidt. Here is the marshal's bill of costs in the case of the Troy. Whose handwriting is that made out in?
Answer. The hand of the copyist in the marshal's office.
Question. Do you think one hundred and fifty-eight dollars and sixty-eight cents insurance for two months on the cargo of the "Troy" a reasonable or usual charge?
Answer. I have no idea, and no knowledge of insurance charges.
Question. That is the amount charged there.
Answer. Yes, sir; it was not paid, though.
Mr. Smidt. Yes, it was; paid and refunded. Was it not paid on the production of that affidavit of some of the underwriters of New York?
Answer. That affidavit I never saw.
Question. Did you not hear it talked of between your father and myself in the office?
Answer. No, sir.
Mr. Upton. Do you remember the reclamation which was made on the purchase of cotton by Nevins & Co., a part of the cargo of the schooner Napoleon?
Answer. I remember the reclamation; yes, sir.
Question. Do you remember the purchasers' agent, Mr. Heath, coming to the office of the marshal on that subject?
Answer. I do, sir.

Question. With whom did he come?

Answer. Mr. John Draper.

Question. State what took place upon that occasion.

Answer. As near as I can remember, Mr. Draper stated to the marshal that Nevins & Co. had made a reclamation for—I don't know how much. He said it was a hard case. I think he said his father sent him to see Mr. Murray, and that he thought it a very hard case, and thought that Nevins & Co. should, by all means, have this reclamation made. I think you were present and the marshal. It was not agreed to for the moment. Mr. Draper got very much excited, and thought it a very hard case. I think he stated to me, one side, that this young man was new to the business; that it was about the first purchase he had made, and that if he didn't get the reclamation it would ruin his position.

Question. He urged the marshal to grant the reclamation?

Answer. He did, sir.

Question. Did he not state that his father sent him, and that he thought it ought to be granted?

Answer. He did, sir; I am very positive as to that.

Question. Did you know of any reclamation prior to that?

Answer. I think that was about the first reclamation.

Question. You stated that I opposed it at the time?

Answer. Yes, sir.

Question. Now, with regard to the proceeds of prize property in the hands of the auctioneer: you have stated in answer to an interrogatory that Mr. Draper, when a demand was made upon him and the accounts were closed, paid over the money?

Answer. Yes, sir.

Question. Now, sir, is it not a fact that at the request of the marshal you went to Mr. Draper's office and demanded the money from him day after day, and that he declined paying the money, notwithstanding he had in his hands at the time over a hundred thousand if not two hundred thousand dollars, upon the excuse that he had not yet received payment of one or two small bills, amounting to fifty dollars or so?

Mr. Glassey. That question is too long, and altogether too ingeniously leading to be allowed.

Mr. Upton. He understands the question.

Answer. In the case of the Stettin, I went a great many times to Mr. Draper's office by request of the marshal to get the proceeds of the cargo, and I was told that the only thing keeping back the proceeds was that the money for two or three little lots of goods had not been paid in, and it would be better to wind the whole case up first, or it would confuse the accounts very much.

Question. What was left undisposed of or unsettled?

Answer. I think there was a little lot of paper and two or three other quite small lots.

Question. What was the gross amount in Mr. Draper's hands as near as you can state?

Answer. I think the gross amount of the sale was one hundred and fifty-six thousand dollars.

Question. And he retained that amount day after day, notwithstanding your application for the money?

Answer. Yes, sir.

Mr. Jordan. For how long did he retain it?

Answer. I could not say exactly how long.

Mr. Upton. How many times did you apply?

Answer. I went a good many times. I stopped several times in the morning and saw Mr. Kelloch, the clerk, and that was the invariable answer, that the cargo was not closed up.

Question. Did the auctioneer upon any occasion return the entire proceeds in any one case to the office of the marshal, or was it his custom to allow the cases to lap over each other, so as to have a balance always in his hands?

Answer. He always had a balance.

Question. There never was a final full payment in any one case?

Answer. I could not say positively. There may have been one time in the summer, when there was quite an interval between the sales, when it was all paid up.

Question. Did you have to apply frequently in other cases besides the Stettin?

Answer. Yes, sir; I applied in several other cases, urging them to wind up the cases so that we could render the returns.

Question. Did you ask for money?

Answer. Yes, sir; we asked to get the return of the sale—that, I supposed, meant the money.

Question. Did you ask for the money he had in hand?

Answer. Yes, sir.

Question. Did you demand partial payment of the amount received?

Answer. Yes, sir.

Question. Did you ever get it?

Answer. In the case of the Hiawatha we received one hundred and fifty thousand dollars on account. The sum was so large that the marshal became alarmed, and did not wish to allow that amount of money in his hands. The marshal went with me to get that money; it was a long time that that money was in his hands.

Question. Was that a case in which you made application without getting the money?

Answer. No, sir; I do not think that was. Of course, we alway's urged the closing up of the accounts, and the returns, of course, meant the money.

Mr. Jordan. Was there anything said about what was the requirement of law as to the payment of money?

Answer. No, sir; not that I know of.

Question. Do you know why it was that the marshal authorized the payment of the money at all to the auctioneer?

Answer. I do not; but I should suppose it was from not having sufficient assistance in his own office.

Question. Do you know of any arrangement or understanding between the marshal and auctioneer concerning the use of this money?

Answer. I do not; I know of no arrangement whatever.

Mr. Upton. The auctioneer never had the custody of the property himself?

Answer. No, sir, never; he merely cried the goods.

Question. He made no inventory or catalogue, and no arrangement for the sales?

Answer. No, sir; merely having a notice from you that a sale would take place, he attended there and sold.

Question. And then he simply received the money and made out the bills?

Answer. Yes, sir.

Question. Did you attend any of these sales?

Answer. I attended one or two of them—the Robert Bruce for one.

Question. You are in the office about all the time?

Answer. Yes, sir.

Question. Since the permits have been issued in printed form, on cards, what has been the practice of the office pursuant to the instructions of the marshal?

Answer. We issued them to everybody who applied for them. There was generally a pile of them placed on the desk, the same as the catalogues, and they were distributed to everybody who chose to take them.

Question. What number of days before the sale?

Answer. Well, two days, or as soon as the goods were arranged properly to be seen.

Question. Have you ever heard of a person applying for a permit and being refused?

Answer. No, sir; not since we had the printed forms.

Question. Was there at any time, either since these cards were printed or prior to that, to your knowledge, or have you ever heard of anything like favoritism in the marshal's office, allowing one person a privilege of examining, which another person was not allowed to have?

Answer. No, sir.

Question. Now, as to advertising these sales: do you know the time required by law for advertising?

Answer. Yes, sir.

Question. Was that pursued in all cases?

Answer. Always, sir.

Question. It was published in the papers by order of the court, and at the time prescribed?

Answer. Yes, sir; and posted on our blackboard in printed posters.

Question. The papers were the Post and Commercial Advertiser, as designated by the standing rule of the court?

Answer. Yes, sir.

Question. When was the rule made?

Answer. It has existed ever since I have been there, or since March, 1861.

Question. These advertisements have been in the usual form, and were conspicuously inserted?

Answer. Yes, sir.

Question. Has there not been a general description of the cargo?

Answer. Yes, sir; not a detailed, but a general description.

Question. In addition to these advertisements, were there not advertisements and a catalogue made by the prize commissioners?

Answer. Yes, sir; where a sale was large enough a catalogue was made.

Question. Were these catalogues not furnished to everybody?

Answer. Yes, sir; there was a pile always on the desk for everybody to take.

Question. By whom were the catalogues prepared?

Answer. By Mr. Cammeyer.

Question. So far as you have any knowledge upon that subject, were they not prepared with an extraordinary degree of accuracy and care, so as to give the utmost possible information to persons applying, as much as they could obtain without an actual inspection of the goods?

Answer. They did, sir.

Question. Do you know of anything wrong, or any misrepresentation in the catalogues, or any fraud as to the goods?

Answer. No, sir.

Mr. Glassey. Was not quite a proportion of the goods left over from the first sale of the cargo of the Stettin?

Answer. Yes, sir.

Question. The sales were all made out as one sale?

Answer. I think his bill was made out on the date of the sale, or on the date on which the proceeds were actually realized.

Question. Do you know how long after the last sale the account was rendered?

Answer. I could not say.

Question. Did you ever go to Mr. Draper's office and ask for a payment on account?

Answer. I have been there for that purpose.

Question. Did you not get the money in every case? or, if not immediately, didn't you get the money a day or two after?

Answer. I cannot remember.

Question. Did you ever go and ask for money when it was not immediately sent?

Answer. I have always been under the impression that I have, from the fact that Mr. Kelloch told me it was mixing up the account when they were having so many sales; he desired to keep it till each account was closed up.

Question. Were not all these conversations with Kelloch, and not with Draper?

Answer. No; I think I have spoken to John Draper.

Question. Have you with Simeon Draper?

Answer. No, sir; I very seldom saw Simeon Draper there. The conversations were generally with Kelloch and John Draper.

Question. Now, you say that there was a payment of one hundred and fifty thousand dollars on account in the case of the Hiawatha. Do you not remember that Mr. Draper advanced in that case, before the accounts were fully made out, some three hundred thousand dollars?

Answer. I think it was at the time that Draper had so much money in his hands that the marshal went down and got three hundred thousand dollars.

Question. Did he have any difficulty in getting it?

Answer. I do not remember. That was some time ago, and the amount was large. There was some newspaper talk about it at the time.

Question. What did the marshal do with the money?

Answer. He went round to the bank of the State of New York and got the checks. When he got them he sometimes had to give one or two days' notice; but he got the money and deposited it. We generally took the money just as it came from Mr. Draper, and gave the bank notice.

Question. Did the marshal ever demand payment on account?

Answer. No, sir; only when that immense amount was in the auctioneer's hands.

Mr. Owen. Do you know whether Mr. Draper had any knowledge of the law which required the marshal to pay all the gross proceeds into the treasury?

Answer. Yes, sir; I think the marshal told him so.

Question. Have you any doubt that he knew the law on that subject?

Answer. Not the slightest.

Question. That is why the marshal was uneasy about it?

Answer. Yes, sir.

Question. Did Mr. Draper return to you an account of sales, regularly made out in every case—that is, did he give you the names of the various purchasers, and the amounts they purchased?

Answer. Yes, sir; it was stated: lot so-and-so, bought by so-and-so, and carried out and filled up.

Question. Was there anything deducted from the account?

Answer. Yes. He took out his commissions, charges for weighing, catalogues, and whatever disbursements he had made.

Question. Did not the marshal demur to his retaining his commissions?

Answer. Yes, sir; I have heard the marshal complain very often about the auctioneer, and about his retaining his commissions.

Question. Have you ever heard any complaints in the office about the mode of conducting these sales over there?

Answer. No, sir; the sales have been very satisfactory, I have always understood.

Question. What impression was there, generally, in regard to prices?

Answer. I have understood that the goods brought high prices. I have heard people say they have lost more than they made.

Mr. Upton. At the time of your repeated application for the money from Mr. Draper, do you know that he had the whole amount of the proceeds of that sale in his hands, less the amount of those two or three small parcels of goods?

Answer. Yes, sir; I think that is the cargo where there was a little lot of paper and a bale of blankets left over unsold, and I said to them they might better give these little lots away than not to have the sale closed up.

Mr. Owen. The marshal had no security from Mr. Draper for accounting and paying over the money?

Answer. No, sir.

Mr. Smidt. These complaints which you heard the marshal make, did I understand you to say that they were made to Mr. Draper, or was it simply talk in the office?

Answer. They were made by the marshal. The assistant district attorney remarked to me once that Mr. Draper ought not to be allowed to retain such an amount of money in his hands. He said he might die, and the money would be in his hands, and be difficult of recovery.

Question. But you said you heard the marshal complain about retaining the money. Do you ever recollect a case where he made that complaint to Mr. Draper?

Answer. I do not recollect.

Question. Did the marshal pay over more than he received?

Answer. In the first sales made by Mr. Draper the marshal had to furnish the whole amount of the expenses.

MONDAY, *May* 18.

Examination of G. T. Kelloch.

Mr. Glassey. What is your occupation?

Answer. I am clerk or cashier for Mr. Draper.

Question. Have you been in the employment of Mr. Draper as cashier while he was selling the prize property?

Answer. Yes, sir.

Question. What were your duties in connexion with that business?

Answer. I recorded the sales, received the money, and rendered the accounts of the sales to the marshal.

Question. Did you make up the bills to purchasers?

Answer. I assisted in that?

Question. Were you present at the first sale of the Stettin?

Answer. I was, sir.

Question. Do you remember a lot of coffee disposed of at that sale?

Answer. Yes, sir.

Question. How much was there of it?

Answer. It was advertised in the catalogue as 905 bags, but a return was received from the marshal of 880 bags as sold.

Question. Who was the purchaser?

Answer. It was bought by Mr. Newell?

Question. At what price?

Answer. At 27½ cents per pound.

Question. Who sold that particular lot?

Answer. Mr. Simeon Draper.

Question. Do you know whether the auctioneer bid that property up?

Answer. I think not, from the fact that O'Donohue, Lackey & Lovejoy bid on it 25 or 26 cents.

Question. There were other bidders, were there?

Answer. Oh, yes, sir.

Question. When was that coffee transaction closed?

Answer. Mr. Newell came to the office on the 25th of November. We never saw him till then, and he brought an order from the marshal to deliver the coffee to him at 20½ cents per pound.

Question. Do you remember how that coffee was exhibited?

Answer. I do not.

Question. Were all the goods sold on that first day taken by the purchasers?

Answer. No, sir.

Question. To what extent were the goods left over?

Answer. I think we made an estimate of seventy-five or eighty thousand dollars' worth not taken away, and were uncalled for.

Question. What proportion was that of the entire cargo?

Answer. Nearly one-half.

Question. How soon after the 7th of November was it sold again?

Answer. I think it was on the 29th of November.

Question. Between the 7th and 29th of November were any measures taken by the prize commissioners or the marshal to enforce collection of these unpaid bills?

Answer. Not that I know of. A new catalogue was made out, and all the goods left were advertised for resale.

Question. On whose account was the resale made?

Answer. The marshal, I presume.

Question. Were all the goods sold on the 29th taken by the purchasers?

Answer. They were not.

Question. How many were left over?

Answer. About a dozen lots or so.

Question. How soon after that were they sold?

Answer. It must have been two or three weeks after. The third sale was principally the goods bought by Ward & Gore at the second sale. Smith & Holmes were the parties who purchased very largely, and who did not take the goods. You will find them all marked with an R on the book there, (Mr. Glassey having the book in his hand.)

Question. Did Smith & Holmes take any of the goods which they bought?

Answer. They did not.

Question. Do you remember whether Ward & Gore, or either of them, were purchasers at the first sales?

Answer. I think they bought one or two lots—one lot positively.

Question. Were Ward & Gore purchasers at the second sale?

Answer. They were.

Question. To what amount?

Answer. I cannot state the amount. I could by looking at the book, probably.

Question. Did they take all the goods they bought at the second sale?

Answer. They did not.

Question. Do you know whether application was made for a reduction or a recision from the sale on the second sale?

Answer. There was no application to Mr. Draper, I think.

Question. Will you look through the book, and state the amount they bought and did not take at the second sale of the Stettin?

Answer. (After looking at the book.) I think about $5,000 worth on the second sale.

Question. What proportion of what they bought was resold on the third sale?

Answer. They took none of the goods they bought on the second sale.

Question. Did they buy anything at the third sale?

Answer. No, sir.

Question. How did the goods sell at the third sale?

Answer. I think there was a loss or difference of $2,000, or in that neighborhood.

Question. With respect to the goods bought by Smith & Holmes on the first sale, was there any loss on them?

Answer. I do not know whether they have calculated any loss on them or not. I believe one of the clerks made out a statement showing a loss of $2,000 or so.

Question. What was the practice in your office with respect to making payments to the marshal?

Answer. We received the money there, and I made out the accounts, had the bills collected, and sent the money to the marshal. I had the making of all the accounts of sales.

Question. Do you remember of Mr. Thompson coming into your office to ask for payments on account?

Answer. He was there several times; yes, sir. He came there and asked for payments on account of one or two cargoes. On the cargo of the Alliance we paid $300,000 before the accounts were closed.

Question. Did he on either of the occasions when he came to the office ask for payments on account?

Answer. Yes, sir.

Question. And did he get them?

Answer. Yes, sir, always. Nobody connected with the marshal's office ever applied for money that he did not get it as soon as the application was made. No one ever applied for payment on account of any cargo, or a return of any sale which had been closed, that he did not receive it as soon as I could make it out.

Question. What was done with the money received from these sales?

Answer. It was deposited in bank.

Question. Was any portion of that money ever drawn out of the bank except by the marshal?

Answer. Never.

Question. Did you have charge of Mr. Draper's bank account?

Answer. Yes, sir.

Question. Would you not have known if that money had been drawn upon?

Answer. I certainly should.

Question. Are not Mr. Draper's checks drawn to your order?

Answer. When they go out of town they are generally drawn to my order.

Question. Did Mr. Draper ever receive any interest on his deposits?

Answer. Not that I am aware of.

Question. Would you have known it if he did?

Answer. I should, most assuredly.

Question. Did Mr. Draper ever obtain any discounts on account of that money in bank?

Answer. Not since I have been with him.

Question. To your knowledge, has Mr. Draper ever derived any pecuniary benefit in any shape from the use of this money, the proceeds of these prize sales?

Answer. Not that I am aware of.

Question. When the marshal sent to Mr. Draper's office for money on account of sales, were you the person to pay?

Answer. He generally applied to me; yes, sir.

Question. Did he not know that you had charge of this account?

Answer. Yes, sir.

Question. Did you ever object to payments on account because of the confusion of accounts which might ensue?

Answer. No, sir. I think I told William Thompson that I preferred to give a check for each cargo by itself, so that we could use the check as a voucher,

because we had no receipts for all the cargoes. That is the conflict of accounts he spoke of. We preferred to give a check for each cargo by itself, but no refusal of any kind was ever made to an application for payment on account.

Question. This is your leger, is it not?

Answer. That is the leger that I kept.

Question. Is it all in your handwriting?

Answer. Yes, sir.

Question. It shows, does it not, the dates on which payments were received by you on account of each cargo, and when the final payment was made to the marshal?

Answer. Yes, sir. We have here the names of the vessels, date of the sales, and first payment and last payment to the marshal. This leger would show all the payments and all the receipts.

Mr. Jordan. I think if a statement were made from this leger, giving the case simply in each instance, and then state the dates on which the moneys were received and amounts paid, it would be a sufficient transcript. It need not require very much writing. In the first place, give the name of the case; then state the first day on which payment was received on account of that cargo; then go to the next day on which payment was received, and so on, and finally show the amount.

Mr. Kelloch. In regard to closing these accounts, it was impossible to close them until all the lots were disposed of, and until an order came from the marshal.

Mr. Glassey. Did the marshal give an order not to pay over money till the accounts were closed?

Answer. No, sir.

Question. Did you know anything about the weighers having proposed to Mr. Draper an allowance of ten per cent. on bills?

Answer. I knew about Root & Connell making such a proposition?

Question. What arrangement was made about that?

Answer. Mr. Draper told the marshal, in the presence of John Draper and myself, that Root & Connell had proposed to him, and said it was customary among weighers, to take off 10 per cent. from their bills. He told this to Mr. Murray, and the marshal told him to accept the proposition, and to credit him, the marshal, with the amount so deducted. I opened an account with the weighers, and credited this amount to the marshal. That account is on Mr. Draper's books now.

Question. What does it amount to?

Answer. To something like a hundred and twenty dollars—a very small amount.

Question. Did you hear a conversation between John Draper and Mr. Wheeler, some two or three weeks ago, in regard to the Solidad Cos?

Answer. I do not remember. I think I was not there.

Mr. Upton. This discrepancy between the number of bags advertised and the number sold was, in some manner, accounted for, was it not?

Answer. I do not know, sir.

Question. You say that Simeon Draper sold the cargo of the Stettin?

Answer. Mr. Simeon Draper sold a portion of the first sale, and John Draper sold a portion.

Question. Are you now able to recollect what portion was cried by Simeon, and what by John?

Answer. I cannot state positively as to the number of lots. All I know is, that Simeon sold at the first part of the sale, and John the latter part.

Question. At what point did one leave off and the other take it up?

Answer. I think it was at the close of hardware or medicines. Simeon began to sell at the liquors and teas; I remember that positively.

Question. When they came to the coffee, was Simeon Draper the salesman?

Answer. Yes, sir; I remember that positively from the remarks made at the time.

Question. Both were present, were they not?

Answer. I do not remember. I think John was not present. I remember his saying that he was going down stairs.

Question. Was it not the habit of Simeon and John, when they found an eager and anxious bidder at the sales, to put in a by or fictitious bid?

Answer. That is something I cannot state.

Question. Have you ever heard them say so?

Answer. No, sir.

Question. Did not John tell you so?

Answer. No sir; I never heard John say so.

Question. Do you know of John Draper making bids at those sales?

Answer. Do you mean John bidding in the crowd?

Mr. Upton. Yes, sir.

Answer. I do not remember any such thing as that. I know it was the desire of Messrs. Draper to get as much as they could for the goods.

Question. Now, in relation to payments on account. You do not remember of any payment being made on account at all unless the account was closed?

Answer. Oh, yes, sir; several times.

Question. That cargo of the Hiawatha was all closed before you paid anything, wasn't it?

Answer. No, sir; the book will show that payment on account.

Question. I thought it was all closed?

Answer. No, sir, it was not; (turning to the book.) We paid on the 21st of August on account ; and on the 20th of September we paid him a check of $2,000 on the bark Hiawatha and the ship Alliance, and I took a receipt, because I was particular about that.

Question. Now, in relation to the Stettin: did not that sale remain for a long while open by reason of a small amount of paper, or something of that sort, not having been taken by the purchaser?

Answer. It remained open on account of a number of lots of goods not being taken.

Question. Well, small amounts—less than two hundred dollars?

Answer. Not less than that; perhaps five hundred dollars.

Question. During all that time did not Mr. Draper have in his hands at least a hundred and fifty thousand dollars, the proceeds of that cargo?

Answer. Yes, sir.

Question. Now, do you not recollect of William Thompson going to your office and demanding from Mr. Draper, repeatedly, the proceeds of that cargo, while some of these small accounts were remaining open?

Answer. Mr. William Thompson did not, sir, nor anybody from the marshal's office. I never heard of a demand from them, nor of anybody from that office who did not receive their money promptly. It was not paid because the marshal did not apply for it, and because the accounts of the sale were not made out.

Question. Then, in this case of the Stettin, if he had applied for payment on account you would have made payment?

Answer. Most assuredly; yes, sir.

Question. Now, as to the deposit of these prize proceeds: you say that none of the proceeds of this prize property, to your knowledge, was ever used by Mr. Draper while he had it deposited in his bank?

Answer. Yes, sir; I say so.

Question. Do you know that?

Answer. I know that; yes, sir.

Question. Was not that money deposited in gross, with the money of Mr. Draper and the money received from other sales, without any distinction whatever being made?

Answer. The money was deposited in bank altogether.

Question. And was drawn upon from time to time, in favor of this man and that man, in the way of business?

Answer. Yes, sir.

Question. And by Mr. Draper, for expenses in his private life?

Answer. Yes, sir.

Question. He drew upon that bank fund indiscriminately for all these expenses, did he not?

Answer. Yes, sir.

Question. Then how can you say no portion of this money was ever used by him?

Answer. Because I know it was not. I know the extent of Mr. Draper's business, and I know the amount of money of these sales; and if any money was drawn from these cargoes I could state it.

Question. Do you say that there was always money enough in bank to be equivalent to the proceeds of these prize sales?

Answer. Yes, sir.

Question. Mr. Draper could draw upon this bank fund without your knowing anything about it, could he not?

Answer. No, sir; because I kept the books.

Question. He could have drawn at his house, could he not?

Answer. It was the custom never to draw a check except at the office.

Question. You have stated that Mr. Draper was requested by the marshal to credit him with that small amount of 10 per cent. deduction from the weigher's bill. Now, there is a slight discrepancy between your statement and Mr. Draper's. You say that Mr. Draper informed the marshal of the proposition, and the marshal requested him to give him (the marshal) credit.

Answer. The marshal came to Draper's office, and Mr. Draper told him about what Root and Connell had told him, and the marshal replied to Draper that he might open an account with the weighers, and give him (the marshal) credit for the deduction, which I did, on Mr. Draper's order. I heard Mr. Draper tell the marshal that.

Mr. Upton. Mr. Draper says that, without any knowledge on the part of the marshal, he did open an account, and credit the 10 per cent. to the marshal.

Answer. I remember it perfectly well, and it is just as I have stated it here.

Mr. Jordan. When did that conversation occur?

Answer. It was almost at the commencement of the prize sales. The reason, I think, was, we had rendered an account to the marshal where we had not paid the weighers yet. We had already paid one or two cargoes, where the weighers had charged full prices; but now these new bills came in with 10 per cent. off, and that is the reason we spoke to the marshal about it.

Mr. Benedict. Wasn't it always the custom for weighers to make these deductions?

Answer. No, sir; the weighers of rosin and some other articles did not deduct anything.

Mr. Upton. Why did not Draper pay back this 10 per cent. to Root and Connell? Why did he receive it?

Answer. What could he do about it? Root and Connell offered it, and he asked the marshal about it first.

Mr. Benedict. Whose handwriting is that? (showing Exhibit T 1.)

Answer. John Draper's. Exhibit U is in the handwriting of Simeon Draper.

Question. Do you recollect the third sale of the "Stettin?"

Answer. Yes, sir.

Question. I have here a list of the articles sold at that time. Now, do you remember on the morning of that sale that Mr. Ward came into Draper's office and gave a check for the goods which they bought at the second sale?

Answer. I think Ward came to pay his bill, but I am not certain whether he gave a check.

Question. After the transaction was closed it occurred to you that possibly the property might be re-sold on that morning?

Answer. Yes, sir.

Question. And you thought it better, then, that he should take his money back?

Answer. I did, sir.

Question. And you gave his check back? Didn't he say he didn't know of any such sale?

Answer. I think I told him that they would resell the goods by order of the marshal.

Question. And this sale was made under these circumstances?

Answer. Yes, sir.

Question. Had they or not before that time paid a portion on account of these goods?

Answer. I think not, sir. They paid a deposit of two thousand dollars, I think, on account of the purchase of goods from the "Stettin" and the steamer "Ann," which sale followed the "Stettin" immediately. We understood it as on account of the purchase from the cargoes of these two vessels.

Question. Then the goods mentioned here as purchased at the second sale of the "Stettin" were not unclaimed goods, but goods not yet paid for?

Answer. Yes, sir.

Question. They were claimed, but not fully paid for?

Answer. Yes, sir.

Question. Were Ward & Gore custodians of considerable prize property at their store?

Answer. I believe they were.

Question. These goods of the "Stettin" were in their store?

Answer. Yes, sir.

Question. And liable to them in a large amount of money for storage?

Answer. I do not know that. I know that they were stored there.

Question. So that on the deposit of two thousand dollars and a large amount of storage due, there was no great opportunity for the department to lose much?

Answer. I should think not.

Mr. Glassey. Do you know how much of the two thousand dollars applied to one sale, and how much to the other?

Answer. We originally took it for both sales, but ultimately we applied it to the Ann. In making out their bills we gave them a receipt on account of purchases, whether by the "Ann" or others. The sale of the "Ann" followed the "Stettin" the same day.

Question. How long was that before the third sale of the "Stettin?"

Answer. I think it was two or three weeks—I am not positive as to dates.

Question. Were you there at the third sale of the "Stettin?"

Answer. I do not think I was.

Question. Were you there when Mr. Gore protested violently against the sale?

Answer. No, sir, I do not think I was. I heard that there was some difficulty over there, but the nature of it I didn't know.

Question. When the gentleman came back to your office wasn't it the subject of conversation?

Answer. Yes, sir.

Question. Wasn't it stated that Gore claimed the property, and they refused to deliver it?

Answer. I think it was, sir.

Mr. Upton. Who bought that lead which has been spoken of here?

Answer. I think Lackey & Lovejoy, junk dealers, bought it.

Mr. Glassey. On what day did Newell pay for that coffee?

Answer. On the 25th day of November, two weeks after the sale. (On looking at a paper the witness continued:) As between the second and third sale there was a loss of about thirteen hundred dollars. That is the difference between Ward & Gore's purchase and the price the goods sold at on the third sale, instead of two thousand dollars, as I said. I know there was a loss of a thousand dollars on the lead, and I thought it about another thousand on the other goods.

Mr. Benedict. Was it ever a practice to allow parties to settle on paying a portion, and take the goods?

Answer. Mr. Draper never would allow that, unless the purchaser paid his whole bill, or unless the marshal or prize commissioners directed him to do so. That was the way in the case of Ward & Gore. They paid their bill at three or four different times in the case of the tea and coffee from the Ann. They took a portion of the tea, and then a portion of the coffee, and I think they made three or four payments on account. That all appears in exact payments on the books.

Question. Was there any purchase by Ward & Gore which they did not take except the goods from the "Stettin?"

Answer. Not to my knowledge.

Question. You were asked whether they applied to be released from that purchase?

Answer. They did not, to my knowledge. I know that Mr. Ward appeared to be anxious to pay his bill.

Mr. Jordan. Do you know anything about these parties, Smith and Holmes?

Answer. No, sir, only from hearsay.

Question. You do not know their social or business relationships?

Answer. No, sir. I think the gentleman represented as Smith was in a dry-goods house in Broadway—Cochrane & Co., but further than that I do not know.

Question. You do not know whether they sustained any business or other relations with parties in the habit of bidding at these sales?

Answer. Not that I am aware of.

Question. You do not know whether they are responsible men or not?

Answer. I do not.

Mr. Smidt. At one time Thompson came down and got fifty thousand dollars. Was that amount paid at that time a portion of the proceeds of the cargo of the "Hiawatha?"

Answer. I understand the three hundred thousand dollars to be on the cargo of the "Hiawatha" and the "Alliance."

Question. That does not quite answer the question. Did that fifty thousand dollars, form any portion of the proceeds of the cargo of the "Hiawatha?"

Answer. No, sir, I did not take it to be so. I have entered the fifty thousand dollars, and thirty thousand more, to fourteen different vessels, and the "Hiawatha" is not mentioned in that list. On the contrary, there is a receipt in another place which says, "Received three hundred thousand dollars, proceeds of the Hiawatha and Alliance."

Examination of Joseph Petit.

Judge Kirkland. What is your business?

Answer. Insurance. I am in the Commercial Fire Insurance Company.

Question. How long have you been engaged in the insurance business in New York?

Answer. I have been presiding over that company eight years.

Question. We want to know what would be the usual rate of insurance on an open policy on a bonded warehouse?

Answer. It would be about fifty cents on a hundred dollars per annum.

Question. In what proportion for shorter times?

Answer. Well, shorter policies are larger in proportion. There is a scale of rates on short policies, but I do not remember them now.

Question. What would be the difference, say for a month?

Answer. I do not recollect. It is considerably higher for a month.

Question. Fifty cents per annum on a hundred dollars would be a fair compensation, you think?

Answer. Yes, sir; I think the policies would average that.

Mr. Upton. Do you know anything on the subject of auctioneers' commissions on the sale of merchandise?

Answer. No, sir; I do not.

Judge Kirkland. Do you know the Union stores kept by Ward & Gore?

Answer. Yes, sir.

Question. Would those stores be more than the ordinary rate of insurance?

Answer. I think not. I think we are writing policies at that rate for goods in those stores.

Examination of Richard A. Redding.

Judge Kirkland. What is your business?

Answer. Fire insurance and underwriter.

Question. How long have you been engaged in that business?

Answer. Twenty-five years of my life, and always in this city.

Question. What would be the usual rate of insurance on an open policy for goods in a bonded warehouse?

Answer. In a good bonded warehouse it would be fifty cents per one hundred dollars per annum. Any quantity of insurance could be got for that in New York.

Mr. Benedict. That would be half of one per cent., would it?

Answer. Yes, sir.

Judge Kirkland. Are you acquainted with the Union stores kept by Ward & Gore?

Answer. I know them very well.

Question. Would that be a fair price for them?

Answer. They are very good stores, and the price would be no higher than that. We rate these stores among the first class, and they would take the lowest premium for insurance.

Question. Can you state what difference there would be between insurance for one year and one month?

Answer. One month would be one-fifth of the annual rate, or ten cents per hundred dollars; for two months it would be three-tenths of the annual rate, which would be fifteen cents on the hundred dollars; for three months it would be four-tenths, or twenty cents per hundred; four months would be half the annual rate; five months would be six-tenths the annual rate. It would be a sliding scale. In other words, multiply the annual rate by twenty, thirty, forty, fifty, sixty, seventy, and it will give you the scale.

Mr. Upton. You have the control of the fire insurance business in the same office in which Mr. Grinnell is president?

Answer. Yes, sir, I have the management of the fire department of that office.

Question. Do you know anything about the rates of commission allowed by

commission merchants to auctioneers for the sale of merchandise in the city of New York?

Answer. I did a few years ago.

Question. Well, where the auctioneer on behalf of the commission merchant makes a sale of a miscellaneous cargo of merchandise, prepares catalogues and sees to the arrangements for exhibition, samples it, if necessary, advertises it, makes out the bills, receives the money, and disburses the proceeds, what is the commission usually allowed?

Answer. Usually two and a half per cent., but it is frequently subject to bargain, if there is a large quantity to be sold.

Question. Now, suppose the auctioneer, instead of performing all the service I have spoken of, simply cries the sale, receives the money, and pays it over?

Answer. I do not think there is any custom as to that. That would be a matter of bargain.

Question. There was a gentleman here on Saturday who said that three-quarters of one per cent. was now the amount allowed. Should you think three-quarters of one per cent. a reasonable compensation?

Answer. I should think so.

Question. That would be not too much nor too little, but about right?

Answer. Yes, sir.

Question. Now, sir, for the sale of a cargo of merchandise, which would produce half a million of dollars, shouldn't you say that two and a half per cent. commission to an auctioneer for simply saying "Going, going, gone!" and doing nothing else, was most exorbitant?

Answer. I should say it was "pretty strong."

Question. You would say it was outrageous, wouldn't you?

Answer. No, not outrageous, but "pretty strong."

Judge Kirkland. You do not ask the question fairly.

Mr. Upton. Here is a cargo of fifteen hundred bales of cotton sold in half an hour, or it may be less, and to two or three persons, generally; that is so, isn't it?

Answer. A cargo might have half a dozen or a dozen buyers.

Question. Here are say fifteen hundred bales of cotton sold by an auctioneer, and he makes out the bills to the purchasers, receives from them the money, pays over the money, and it amounts to a half a million of dollars. Now, for that service, do you not think two and a half per cent. commission is exorbitant?

Answer. I should think it a very large demand.

Question. Such as no sane man would be likely to pay in his own business?

Answer. I should think so.

Question. You have had an extensive experience in that business, have you not?

Answer. Yes, sir; I have had a large experience in the commission business.

Mr. Smith. Are you acquainted with Wheeler's stores at the Atlantic docks?

Answer. Yes, sir.

Question. How do they compare with the Union stores?

Answer. They compare well with the Union stores with the exception of two or three of Wheeler's, which would bring a higher rate of premium on insurance.

Question. Which one would require a higher rate?

Answer. I think I can tell you from a little book I have brought with me. There are two which would rate much higher. They are numbered 80 and 82 ——— street.

Question. Are they nearest or farthest from the basin?

Answer. They are past the centre, six or seven stores toward the south-

west end, and farthest from the gap. The gap is at 54, and these stores are 80 and 82.

Mr. Jordan. Have you a general knowledge of the character of this prize property?

Answer. I have not.

Question. You do not know what it consisted of?

Answer. No, sir.

Question. Nor what amounts have been sold?

Answer. I do not know at all.

Question. Then supposing property of various descriptions, cotton, sugar, tobacco, assorted cargoes of merchandise, goods of a very miscellaneous character, in cargoes ranging in value from two thousand to a half a million of dollars, and vessels ranging in value not so high, but from two thousand dollars upwards, and in all amounting to from one million to three millions of dollars in value, to be disposed of by an auctioneer, and all numbering in the neighborhood of a hundred and fifty lots, the auctioneer having no responsibility for the custody or care of the goods, but simply performing the duties of selling, receiving the money, paying it over, and keeping accounts thereof; what, in your judgment, would be a fair compensation to the auctioneer for performing that service?

Answer. I should think to sell that quantity one-half of one per cent. would be a fair and full compensation.

Judge Kirkland. Including receiving the money and making out the bills?

Answer. Yes, sir; I should say one-half of one per cent. would be a good compensation.

Examination of J. J. O'Donohue.

Mr. Smidt. What is your business?

Answer. My principal business is dealing in coffee, tea and spices. I attend auctions generally, buying anything I think there is a few dollars in. My principal business, you may say, is wholesale grocery business.

Mr. Benedict. You are something of an operator at auctions?

Answer. Yes, sir; but that I consider outside of my regular business.

Mr. Smith. Where do you carry on business?

Answer. 239 Front street.

Question. How long have you been in business?

Answer. About eight years—since I was twenty-one.

Question. Did you attend any of these prize sales?

Answer. I have attended every sale, I think, except one or two.

Question. Were you a purchaser at any?

Answer. Yes, sir, I have purchased at a number of the sales. I do not exactly remember the names of the cargoes.

Question. What did you purchase?

Answer. I bought coffee, shoes, dry-goods, &c.

Question. How often did you buy coffee?

Answer. Three or four times our concern bought there.

Question. Do you recollect the cargo of the Ann?

Answer. I recollect her selling, but I do not recollect whether I bought coffee from her or not.

Question. Do you recollect whether Ward or Gore bought coffee at that sale?

Answer. I do not recollect the buyers of coffee, except that Mr. Newell bought coffee at that sale?

Question. Do you not recollect of Ward & Gore buying at the sale of the Ann?

Answer. No, sir; I do not remember of any goods being knocked down to Ward & Gore at that sale.

Question. Who was this Newell?

Answer. I first thought he was a machine man from Philadelphia, and then I learned that he was not, but that he was the father-in-law of Mr. Ward or Gore.

Question. Did you notice anything peculiar connected with that sale where Newell bought?

Answer. I did not, except that I remarked I would not give so much for that coffee. I thought it a full price, and I said at the time, "That man won't take that coffee." I thought probably after he saw how much it was damaged he wouldn't take it.

Question. Do you know what he did with it?

Answer. No, sir, only from hearsay. I couldn't swear what he did with it.

Question. Is this all you know about these sales?

Answer. All I know is what I have heard from other parties and seeing in the newspapers exactions of this and that kind.

Question. Did you ever hear that Newell applied for a reduction?

Answer. Yes, sir.

Question. Did you hear it from Mr. Draper?

Answer. I heard that on board the ferry-boat from somebody. John H. Draper was going over, and I think Mr. Ladd was with us, and I heard something about it.

Question. Did not the goods at these sales, at which Ward & Gore, or Newell, bought, bring very high prices—beyond what you were willing to give?

Answer. I think the coffee brought a good price that day.

Question. Did you know of Holmes bidding at these sales?

Answer. I did not know him.

Question. Or Smith?

Answer. I didn't know him.

Question. Did you know of any of those sales of tea?

Answer. There was a sale of tea at the same time as that coffee—Congo tea.

Question. What became of that tea?

Answer. I do not know what became of it, only what I heard from Mr. Draper.

Question. Were you interested in any purchases at these sales with any of the government officials?

Answer. No, sir.

Question. I mean with any officer from the marshal's office, or the prize commissioner, or the counsel for captors?

Answer. No, sir; not with any of them.

Question. Did you have any arrangement with any person connected with the sales from which they were to derive any profit?

Answer. No, sir.

Question. Did you have any conversation with any of the government officials?

Answer. I had a conversation with Mr. Elliott about some gun-caps which I bought there. There were some caps selling there, and Mr. Draper read from the terms that no prize commissioner, or anybody connected with prize matters, should have anything to do with purchasing at the sales. The caps were started pretty low. Mr. Elliott asked if there was anybody there to represent the government. He said that the caps must not be allowed to go too cheap, and he put in a bid. I immediately objected to his bidding. I bought the caps for sixty cents, and sold for seventy, through another man, and took half the profits. That man stands up around the marshal's office—Mr.

Horton, I think, is his name. I asked him where I could sell them, and he introduced me to Mr. Jewett. I went round to Sims's, and to a good many places, and the best offer I could get was from this gentleman he introduced me to; and I sold them to him myself. This man introduced me to Mr. Jewett, and I gave him half of the profits. If I had given him nothing, I don't suppose he would have said anything.

Mr. Upton. You were a pretty constant attendant upon these prize sales?

Answer. Yes, sir; I went over there pretty regularly.

Question. Wasn't it the habit of Mr. Draper to bid up the property himself when he found an anxious purchaser?

Answer. I could not say that it was.

Question. Have you not heard John Draper say so?

Answer. I do not think I ever heard him say so.

Question. Upon the subject of reclamations: I do not know whether you have applied for a reduction in any case?

Answer. I have, sir.

Question. Were you assisted by Mr. Draper, and in what manner?

Answer. At one time I bought a lot of coffee over there; or at least my father purchased the coffee. Some of the coffee got damaged with turpentine, I suppose by negligence. They exhibited five bags as samples, which were clean, and when it came over to the store we discovered this damage. I went and stated the case to Mr. Draper, and I went to the marshal. The marshal said he couldn't do anything for me. Finally, I went to the marshal again, and after that to Mr. Draper, and he asked me what reduction would be right. I told him I thought ten cents a pound on four or five bags would be right, and Mr. Draper allowed it himself.

Question. Had you paid the money for the coffee?

Answer. Yes, sir.

Question. And Mr. Draper paid back that amount?

Answer. Young Mr. Thompson was going down to Draper's, and Thompson and Draper got to speaking together about this reduction, and they agreed to allow it. It was nothing more than a just claim.

Question. What was the amount of the reduction?

Answer. I think about a hundred dollars for the six bags. I had another case of reduction. I bought some spool cotton, and shoes, and one thing and another. That case I was interested in with other parties. Mr. Wood had an interest in it. Mr. Wood said I should have a reduction. In that case the goods were not all in, as represented. It proved short. I went to Mr. Murray about it, and he gave a note to Mr. Draper to allow it if correct, and Mr. Draper did make the allowance. Draper gave me a check for that of either $30 or $40.

Question. He left it to the auctioneer to decide whether it was correct or not?

Answer. Yes, sir; I bought another lot over there the other day for one hundred and five dollars. I don't think I will ever get half my money back. Everything is into it—medicine and such like. When I came to see it, it wasn't worth much. In regard to that $50 I gave to Horton, it was of my own free will. I asked him to find me a purchaser. It was just as if I should come to Mr. Upton, or any one, and say, "If you will find me a purchaser, I will pay you."

Mr. Smidt. What lot of coffee was that which you made that purchase out of?

Answer. I do not remember. I could send you word.

Mr. Smidt. I would like to know also the quantity.

Question. Did you not, at the time you called on Mr. Draper, hand him a paper from the marshal on the subject of that reduction in the case of the coffee?

Answer. I cannot distinctly remember; I kind of think there was.

Question. Didn't you when you got the reduction on the spool cotton?

Answer. Yes, sir; I stated that I had a letter to Mr. Draper directing him to allow it if he thought it correct, or words to that effect.

Mr. Upton. Did this gentleman, Mr. Wood, whom you say was interested with you in that last purchase, render you any assistance in getting that reduction?

Answer. I cannot say that he did.

Mr. Smidt. Were you connected with Ward & Gore in any purchase?

Answer. Never, in the world.

Question. Or with a man named Underhill?

Answer. Never. All the connexion I had was with others. I sometimes might make a combination and divide up the purchase, so as not to have too much competition. These combinations are common at auction sales.

Examination of E. D. Smith, United States District Attorney.

Mr. Glassey. What is your business?

Answer. I am United States district attorney for the southern district of New York.

Question. In how many prize cases have goods been delivered to purchasers at prices less than they bid upon them at auction?

Answer. I know nothing about the delivery of goods to purchasers. I might as well right here explain how the law operates. The law imposes upon me the duty of prosecuting all criminals, where proper proceedings are taken against them, for violations of the statutes of the United States, and also to prosecute all civil suits in which the United States is a party. The law gives to me no custody over any prize or over any property proceeded against in admiralty. That duty of custody over prize property is reposed in the prize commissioners and in the marshal. So in respect to the proceeds of prize property—they never come to my hands nor are in my control; and I will say further, I give no bonds to government, simply for the reason that I am not intrusted by law with any property, or the proceeds of any property, of any kind or description. By law, when a prize comes into port, it is reported to the court itself, not to the district attorney. The theory is that the court itself proceeds to take the testimony *in preparatorio;* but in practice, both in England and America, it having been found impracticable for the court to do the whole duty, it is committed by the court to prize commissioners; hence their name. They report to the district attorney that they have concluded the testimony. Generally, at that time (although it may be at any time after the prize arrives here) the district attorney files his libel. Upon the libel the marshal issues a *monition,* or warrant of attachment, to take possession of the property. Then the custody is resigned by the prize commissioners to the marshal. Then, when there is a decree of sale, either interlocutory or final, that decree of sale has to be executed as the court shall direct, generally by the marshal, under the superintendence of the prize commissioners; and the district attorney has no duty in respect to it, except to see that a return in proper form is made by the marshal to the clerk of the court. The policy of the law is to separate the duties of the prosecuting officer and his responsibilities distinctly from the duties and responsibilities of the marshal. The district attorney is accountable directly to the government, and the marshal is accountable directly to the government, but the prize commissioners are accountable to the court. The court having committed its powers to a degree to its prize commissioners, they become entitled to the confidence of the district attorney, and the President having commissioned the marshal, he becomes entitled to the confidence of the district attorney. And when the prize commissioners make a report to the court, or when the marshal makes a return to the court, it is the duty of the district attorney to pay respect to that

report and that return, if they are in proper form. I had no doubt that if he had information of a specific character that there was anything wrong in respect to either the report or the return, it would be his duty to bring it to the attention of the proper authority; but I have never had any such information lodged with me with respect to the acts either of the prize commissioner or marshal. In respect to the reports of the prize commissioners as to their proceedings in prize cases, and the returns of the marshal in respect to his proceedings in prize cases, either the practice or the law prescribes certain forms and modes of verification. It is the duty of the district attorney to see that these forms and verifications are properly complied with; but it is not made his duty, nor would it be practicable, with regard to the interests of the government, for him to undertake to impeach the acts of the marshal or the prize commissioners by any system of accusation, or by constituting himself a detective officer. The only assistants allowed the district attorney are law clerks. These law clerks are not competent to judge, nor have they the time to investigate, in respect to the custody, disposition, or sale of the prize property itself. Our duties are confined to the court, and the regular, orderly, legal proceedings before the court.

By Mr. Glassey. Is it not among your duties to examine the bills of costs presented to the courts?

Answer. Yes, sir; and the matter is a very simple one. The law prescribes what the marshal may receive in the way of compensation, and whatever he receives he receives by law, and it is a matter of accounting with the accounting officers of the treasury, and with the Secretary of the Interior. These officers by law require of him certain vouchers and specific accounting. In respect to the disbursements of the marshal, the law requires that he shall make specific affidavits in respect to his disbursements, in a form which has been settled by the courts, and the accounting officers for a great many years, and the duty of the district attorney is performed when he examines the accounts and sees that the charges for services rendered are according to law, and that the disbursements are properly verified. The district attorney and his assistants and clerks have not the kind of knowledge or training or experience which would enable them to judge of the propriety of the charges in the marshal's bills for storage, towage, insurance, and other expenses. That is a duty imposed by law upon the marshal, and the district attorney's duty is performed when he sees the proper verification by the marshal. I have no doubt, however, that if a clear case of fraud were brought to the knowledge of the district attorney, it would be his duty to take some action in the matter; but no case of fraud beyond mere public scandal has ever come to my knowledge.

Mr. Glassey. Suppose you state in order the usual form of proceeding in a prize case.

Judge Kirkland. What we would like to understand is the particular course of proceeding and duties performed by the district attorney from the very commencement of one of these prize cases to the final distribution. We want to know what the district attorney is bound by law to do.

Mr. Smith. I am now inquired of as to the course of proceedings had in a prize case, and the part the district attorney takes in them from the arrival of the vessel down to the distribution of the proceeds. I shall be happy to make a statement in answer to this question, and will do so; but I will observe that my assistant, Mr. Andrews, is more familiar with the details of proceedings in prize cases than I am; for the business confided to my care is such, that I occupy in the office very much the position of senior counsel in a law firm. I am continually at work at the public business, and endeavor to superintend everything that is done in my office; but the details are necessarily more or less confided to subordinates.

But I will state briefly: A prize arrives in three ways. First, it may come in the shape of a ship or cargo, captured as a prize of war, and brought in for

adjudication. Secondly, the cargo or part of the cargo of some vessel, which vessel has been appropriated by the Navy Department or by the capturing officers to their own use, and the cargo or part of it sent in here by some other vessel for adjudication; and, thirdly, a mere paper appraisement of some ship or cargo captured and never sent in. In either case the proceeding to adjudicate and condemn is proper. In whatever way the prize may come, it comes addressed to the district judge. He commits the matter to his commissioners. This is the English and American practice simply for the reason that it would be impracticable to attend to all the processes himself. The commissioners proceed to take testimony *in preparatorio* by examining persons and papers on board the vessel in accordance with the rules of the court, and under certain standing interrogatories which are printed. From the first they are in the habit of consulting the district attorney about the testimony and the manner of taking it. Questions arise in respect to the papers and in respect to the witnesses, as recently in the case of the "Peterhoff" mail. The district attorney gives his assistance in procuring the attendance of witnesses and advises and consults with the prize commissioners, and often applies for special orders in respect to testimony. He takes all the testimony and carefully examines it. He files his libel, alleging that the vessel has endeavored to break the blockade, or has contraband of war on board, or any other allegation which may be justified and called for by the testimony as he examines it. Then the district attorney files his libel, and attends to the proper issuing of process to the marshal, the process being issued by the clerk in pursuance to the prayer of the district attorney's libel.

In respect to the libel in prize cases, the first thing done by me was to search the records of the district attorney along back as far as 1812, and no libel was found that suited the state of things brought about by this civil war. I drew several forms of libels, and also revised several forms drawn by my assistants, and we adopted forms which have been subjected to variation from time to time to a greater or less extent, and have had forms printed.

Judge Kirkland. Are these forms quite brief?

Answer. I think they are brief; they are comprehensive, but brief.

Question. Do they cover one side of a foolscap paper?

Answer. Oh, they are brief—brief as printed, but pretty long if you had to write them. I made them as brief as I possibly could make them. The marshal takes possession of the vessel or cargo under the process of the court, and makes return to the court. The district attorney attends court on the return. He moves that the testimony be opened. He examines the testimony and prepares the case for trial. He tries the cause, draws up the decree, and some of the testimony I have given as to the application for the libel is applicable to the decree. The bar would be somewhat astonished, so destitute of precedents as I found them in respect to prize proceedings. The decree of condemnation is short; but many forms have been prepared, authorities examined, elementary works consulted, and the form now used is the result of much labor, investigation and research. After the decree of condemnation entered, then the district attorney enters into correspondence with the Navy Department and with the captors to discover what vessels are entitled to share in the distribution during the entire proceeding. He has a large amount of correspondence in the way of persons interested and not interested, claiming to have their rights or assumed rights protected. He makes a careful report to the Secretary of the Navy of all his proceedings in every case, and this is made in a tabular form, which I myself devised, and which the Secretary of the Navy informed me had been adopted as the form to be used in all the districts. The correspondence with the State Department, with the Navy Department, and with the Solicitor of the Treasury, in respect to proceedings in prize cases, is extensive. His attendances in court and efforts to obtain the summary disposition of the cases—especially in this

case, where the bar is so much engaged in the State courts—form no inconsiderable portion of his labors.

When he obtains the necessary information in respect to persons entitled to share in the distribution, he proceeds to obtain an order from the court and lays all the testimony which he can obtain before the prize commissioners, and proceeds to elicit the necessary facts, and draws up a decree of distribution. The practice was so novel and unsettled that the mode of getting at the distribution was the subject of great research, of several journeys to Washington, and much perplexity and labor. The conflicting enactments of Congress on the subject of prize also imposed great perplexity and responsibility upon the district attorney and upon all connected with prize adjudications.

Now, we come to the decree of distribution again. That decree is entered, sent to Washington, and the distribution is left wholly with the Navy Department and the accounting officers of the treasury. The actual distribution is made by the department at Washington.

I think I have given a fair outline of the ordinary proceedings in a prize cause; but there are many incidental proceedings, all or most of which are incident to almost every case. For instance, the Navy Department requests the district attorney to take proceedings to have a vessel, having arms or munitions of war, or other articles found on board, given up for government use. The district attorney makes a motion to that end. During the summer he is obliged to follow the judge to whatever part of the country he may betake himself for his summer recreation, because it must be a summary. That motion is generally opposed, and heretofore it has required a great deal of argument and preparation for argument before the court, before it could be consummated. The first motion is a motion for the appointment of appraisers. The appraisers are appointed, and then a further motion is made before the court for the discharge of the vessel on their appraisement. The district attorney then has to correspond with the Navy Department. Sometimes the appraisement won't be satisfactory to the Navy Department, and the district attorney has to take all the proceedings over again. The proceedings of this character detained me all the time last summer from any recreation. The proceedings are all gone over again if the appraisement is unsatisfactory, and efforts are made to obtain such an adjustment between the Navy Department and the early appraisers as shall result in a prompt delivery to the Navy Department, or in case of munitions of war, to the War Department. The district attorney has been very much burdened, also, with applications to sell prize property, he claiming that the law allowed and called for the sale of the prize property as soon as a condemnation had been entered in the district court. These applications have been almost uniformly opposed with great pertinacity. Much time and labor have been expended in preparing for such motions and in argument. They have been urged upon the legal grounds just referred to, and also upon the ground that the property was deteriorating, and other special matters of that kind. The amount of correspondence that all these proceedings called for, not only with the officers I have named, but also with the Attorney General and War Department, has been matter of labor not only for myself, but for my assistants, clerks, and copyists. Almost every case involves preparation for and attendance upon applications to surrender the personal effects of passengers and officers on board prize vessels.

And now I will say, generally, that with a very large experience in the conduct of commercial law business in the city of New York, I have no hesitation in saying that a prize case is surrounded, as a general rule, with more difficulties, more labor, and more annoyance, both in its progress and in the proceedings necessary to its final determination, than any other class I am acquainted with; and there is no kind of law business with which I am not acquainted. I ought to say, further, that the case almost always presents another question; and that is, whether applications should be made for further testimony; and the cases have

been fought with this kind of labor and annoyance—I allude to the constant applications of the gentlemen of the bar, representing claimants in these cases, for rules or orders such as they would undoubtedly be entitled to in ordinary cases in the State court—and we are continually subjected to laborious preparations to oppose applications of that character, and to attendance upon the court when such applications are made. In all these labors I have been assisted, during a part of my term, by Mr. Woodford, and during the rest and greater part of my term by Mr. Andrews. During the whole period I have also been assisted by Mr. Upton, counsel for captors. The labors of all these gentlemen have been invaluable to me.

I have endeavored to make a complete statement of the course of proceedings in prize cases, but there are many incidents which may have escaped my memory. I might refer, and ought to have referred, to motions to discharge cargo, motions for special directions to those who are discharging cargoes, motions to strike out testimony, motions to add to testimony, motions to take down testimony where persons who have been examined before a prize commissioner have consulted their consul, and made up their minds that they would like to testify further, and finding that prize practice does not permit them to make their allegations in shape, which has not been taken down, or things which have been taken down as testimony which they did not intend to be taken down as testimony. In the early part of the proceedings there were motions to amend libels and amend decrees, and these motions were very elaborately argued, and they required a thorough examination, which I gave, of English and American writers, as well as the adjudications on the subject of prize. I would also state that the precedents established here in New York on the various subjects to which I refer, have been sought for and used in other districts. Sometimes there will be as many as twenty motions and applications in the course of a prize case. I speak of twenty merely as making an estimate.

I ought to state here, too, that in almost all of these prize cases the claimants have been represented by Mr. Edwards, who has practiced, no doubt, in accordance with his instructions, and in accordance with his legal rights, but with a pertinacity and a technical persistency, giving no admissions, no consents, and always contending before the courts in a way that I have sometimes thought vexatious; and without designing to characterize it in that way, I must say it has imposed great labor in these cases, as every lawyer knows the difference in practice where you have a gentleman for an opponent who practices in an easy, liberal way, and one who practices in a technical and pertinacious way. Orders to which we were entitled, as I thought, by precedent, already laboriously established, could only be obtained by fighting the battle all over again. I am now characterizing the whole mode of conducting these cases, and they have been laborious on that account, as well as on others.

Judge Kirkland. If I understand you correctly, these cases are tried on testimony taken before the prize commissioners in the first instance?

Answer. Yes, sir.

Question. Now, in that case, if there is no opposition made to the condemnation of the vessel, what does the trial on the part of the district attorney consist in?

Answer. I will state, first, what it does not consist in. It does not consist of taking a default in the way in which we take defaults in ordinary proceedings in our courts. A prize case is not an issue joined between two interested parties; it is an investigation which, under the law of nations, a belligerent capturing nation institutes for the protection of itself against illegal captures by its own naval officers, and is entered into for the further purpose of doing entire justice to the owners of the vessel and to the neutral nations to which such owners may belong. Claimants are allowed to intervene and to endeavor to obtain their vessel from the court, but this does not preclude them from after-

wards making application for such release from the belligerent government. Hence, the omission of claimants to appear in the case does not relieve the district attorney representing the government from taking a full adjudication of the question of prize or no prize, nor does it relieve the court from the duty of such adjudication. The remainder of my answer is perhaps already indicated. The district attorney, even though no person appears for the vessel or cargo, proceeds precisely as though persons had appeared; and when I say the district attorney, I mean either the district attorney himself or those associated with him in behalf of the government or captors in procuring the adjudication. He proceeds to have the testimony opened. He examines it, prepares the case for trial, gives the court a brief, or addresses the court orally, and the trial proceeds, bearing in mind that this adjudication is to be the subject of inquiry by the government of any neutral nation which may be affected by the result. The district attorney and court are both careful, or should be, that a condemnation is justified by the testimony equally when no one appears for the vessel as when claimants do appear; and rather more so, because the responsibility upon both the district attorney and court is greater in that case. The trial and its incidents are less vexatious, but necessarily less laborious.

Judge Kirkland. This proceeding is from its very nature *ex parte*, is it not?

Answer. The proceeding is *ex parte* in the sense that no one actually appears on the other side; but where neutral rights are affected, they are supposed to be in court, even though no counsel may come in; and this proceeding, though there may be no appeal, is neverthless a subject of examination and review by the country which may be affected; and also, I may say, by our own country, even though it changes the title of the property.

Judge Kirkland. In a great majority of these cases where there is no opposition to condemnation, is it the duty of the district attorney to do anything more than to read the testimony to the court?

Answer. The answer to that is, it is his duty not to ask for the condemnation of a vessel unless the testimony justifies it. The district attorney has to satisfy himself, and if the case presents difficulties, by examining the authorities.

Judge Kirkland. Take ordinary cases where there is no opposition to an order of condemnation, how long a time would a trial consume on the part of the district attorney?

Answer. Well, there is no case that does not pretty much destroy a whole day, and it imposes upon the district attorney the necessity which I have labored under for the past two years, (since my term commenced,) of working a majority of my evenings on the public business. I tell you, Mr. Kirkland, if you want to get into a hot place, come into my office.

Mr. Smidt. What proportion of the cases go by default?

Answer. The cases are about 156 in number, and we will furnish a statement of the condition of all the cases. I keep a separate record of the prize cases, and that record is open to the solicitor.

Mr. Smidt. Are there any special motions made before cases are put upon trial?

Answer. Yes, sir; very frequently motions are made by the prize crew and officers, some of them very perplexing motions in respect to the disposition of their effects on board, and the line of distinction between what are "effects" of the officers and what ought fairly to be considered a part of the cargo, is very perplexing.

Question. Who makes these motions?

Answer. They are done by attorneys sometimes, and sometimes by the officers themselves, and it is the business of the officers of the court to look into that question just the same as others, it being a rule in the office not to recommend persons for attorneys.

Question. In this district we have what is called a counsel for captors; have we not?

Answer. Yes, sir.

Question. Is there any other district where such an officer exists?

Answer. I do not know, sir, but I presume not. The prize business is so inconsiderable in other districts, compared with New York, that it might well be that there should be no such officer in any other district.

Question. Have you ever heard of such an officer either in this country or elsewhere?

Answer. No, sir.

Question. The duties devolving upon that officer would naturally devolve upon the district attorney, would they not?

Answer. The very name of "counsel" recognizes the fact that there is an attorney who is the actor in the case; and if you go to any of our courts, on any day, you will sometimes see seven or eight lawyers sitting around a table in one case, and it may be said that if any one should absent himself his duties would devolve upon the rest.

Question. But would not the duties of counsel for captors devolve upon the district attorney if he was absent?

Answer. I think the counsel for captors has duties to perform which would not devolve upon the district attorney.

Question. Such as what?

Answer. I think he has a special duty to the captors, while the duty of the district attorney is to both the government and captors.

Question. What is that special duty to the captors which the district attorney would not have to perform in his absence?

Answer. Well, there may be a conflict of interests between the government and captors, and whether there be or not can only be discovered by an examination of the case. For instance, the government prosecutes these cases not for the benefit of the captors, but as a part of that prosecution of their rights by force, which is war; and the first thing the district attorney looks at is, what would be the interest of the government? You take, for instance, the case of the "Peterhoff." I have no doubt it was for the interest of the government to surrender the mail of the "Peterhoff," and before I had instructions from Washington upon that subject I objected to the opening of that mail, on the ground that there was no precedent for opening a public mail, and no other decision on the subject one way or the other, because heretofore mails have been carried by public instead of private ships. The captors would regard it for their interest to have that mail opened, but the government has the higher interest of keeping out of a war with a maritime nation. The counsel for captors in that case performed a very laborious duty to his clients by opposing in every way he could the giving up of that mail, and in endeavoring to induce the court and prize commissioners to open the mail in order to obtain testimony which he thought might tend to condemn the vessel.

Question. Are not the proceeds of the vessels at these sales divided between the government and captors?

Answer. Yes, sir. Half the amount goes to the government, and is specially appropriated by law to the naval pension fund. Another part of it goes to the general government. It does not help the treasury, except indirectly—it might make the appropriations to the navy pension fund less.

Question. It is the interest of both, then, that these proceeds should be obtained?

Answer. The government has a pecuniary interest in the pension fund, because the more that is given from this source, the less it will have to appropriate directly from the treasury. But the government does not prosecute these cases with any such purpose at all. The purpose of the government, as settled by the whole theory and adjudication of prize cases in this country, is to see th

are prosecuted only so far as will directly or indirectly aid in the object of the war.

Question. It is the proper duty, however, of the government official to prosecute the case for the best interests of his government?

Answer. Yes, sir; but in prosecuting for the best interests of his government he is not to obtain a condemnation in every case where it is possible, but he is to prosecute it with reference to the higher interests of the government—higher than mere pecuniary interests.

Question. But in prosecuting these cases the captors are guaranteed that these proceedings shall be properly conducted, are they not?

Answer. No, sir, there is no such guarantee at all. In the proceedings in the prize courts the interests of the captors are subordinate to the objects of the government; hence, on proper application made, the government will in some cases direct the release of a vessel without prosecution, even in a case where there might be condemnation if the case were proceeded with. This has been done not many times, but a few times. It was done in a certain case of some Irish claimants of property who were strong friends of this country, and we felt it our duty to forego prosecution, and did so at the instance of the President and Secretary of State.

Question. Are not these rare cases, as compared with the number of prize cases brought to this port?

Answer. Undoubtedly; there are very few such cases.

Question. Now I will ask again whether the counsel for captors intervenes in any way, in behalf of captors, by proceedings filed in court?

Answer. I think Mr. Upton has filed interventions, but to what extent I do not know. It is undoubtedly true that the district attorney's commission covers the whole matter of prize proceedings—there's no doubt of that. And right there, I think, I might tell you all about this counsel-for-captors matter.

Question. Has your attention been called to the character of this intervention?

Answer. No, sir; it has not been called to the nature of the intervention, because I have always assumed to be, so far as the libels are concerned, the master of the suit, and I have regarded the counsel for captors simply in the light of counsel who was recognized by court and by the law, but without any controlling power, such as an attorney exercises over a suit where he represents the party of record.

Question. Has your attention been called to the time, or in what stage of the proceedings, this intervention has been filed?

Answer. It has not, sir. I will now state all I know in respect to the employment of the counsel for captors in this district. Soon after the first prizes arrived here Mr. Upton appeared in court as counsel for the captors. Mr. Edwards, Mr. Lord, and others, representing the claimants, objected to the court that the captors had no standing in court; they urged that Mr. Upton could not appear unless the district attorney had associated him as counsel. I stated to the court that I had authority from the government, in respect to prize suits, but in respect to no other class of litigation, to employ Mr. Evarts as associate counsel with me for the government; as district attorney I was the only attorney on the record for the libellants, and the libellants were the United States; the captors were not parties of record. After a very full discussion, in which I took no part, either on one side or the other, and which was conducted by Mr. Lord and Mr. Edwards very earnestly against the right of Mr. Upton to appear, the court stated that, although the captors were not parties of record, yet that, if a decree of restitution was entered, they might be subjected to damages, at the instance of the claimants, and that he had no doubt they had a right to be heard by counsel. He stated distinctly that the district attorney was the master of the suit, and, as far as the libellants were concerned, had the entire control of it, but nevertheless the captors had a right to be heard through their counsel.

No application to an interview with the district attorney was ever had by Mr. Upton on the subject, except what occurred in open court, as I have stated. This objection to the appearance of Mr. Upton was repeated on other occasions, but Mr. Upton was always heard both in the district and circuit courts, whenever he presented himself for the purpose. The understanding, of course, was that his compensation would not come from the government at Washington, and whether costs would be allowed him out of any funds created by the condemnation of prize property was not discussed. On the 25th of March, 1862, Congress recognized a counsel for captors by providing for his compensation out of the prize proceeds. On the 17th of July, 1862, the appointment of a counsel for captors was provided for, his appointment to come from the Secretary of the Navy. By the 12th section of the act of July, 1862, the appointment of a counsel for captors was reposed in the Secretary of the Navy. I will state further that I had nothing to do with drawing these acts, nor with their passage, and that a knowledge of them was first brought to my attention after their passage.

Mr. Smidt. Do you know who drew these acts?

Answer. No, sir; I do not know who drew them.

Question. Have you not been told by any one?

Answer. I think Mr. Evarts revised the first act—that of March—and I had an impression that it was the result of a consultation between several gentlemen, and that Mr. Upton drew a part of it. In respect to the act of July, I never knew who drew it. It was passed without the knowledge of myself or Mr. Evarts, and, I believe, also without the knowledge of Mr. Upton, or any other person connected with prize proceedings in New York city. There is some internal evidence in the act of July that Mr. Upton had nothing to do with it, and I believe he had *not*.

Question. Have either of these acts been repealed?

Answer. No, sir; but on the 3d of March, 1863, an act was passed repealing the 12th section of the act of July, 1862, so far as it authorized the Secretary of the Navy to appoint a counsel for captors, and modifying the act of March, 1862, so far as to limit the taxation of costs in favor of the counsel for captors to cases where there should be a conflict of interests between the government and captors.

Question. When did that act of March 3, 1863, go into effect?

Answer. Immediately upon its passage; but whether it applies to cases then pending does not appear in the act itself.

Question. In prize cases brought since that act, has Mr. Upton still intervened as counsel for captors, either by written intervention or by personal action?

Answer. He has appeared since that time.

Question. Do you know whether by written intervention?

Answer. I do not know.

Question. Do you know by what authority?

Answer. No, sir.

Question. Do you know by what authority he appeared before the appointment by the Secretary of the Navy?

Answer. I do not know by what authority, except that I have heard the prize captors say that they had employed him.

Question. Will you look at Exhibit B, and state whether you ever saw that paper until this investigation began? That is an order for the delivery of goods in the case of the Stettin.

Answer. I never did, sir; I never saw that paper till I saw it in this room, since this investigation commenced.

Question. Did you ever assent to the disposition of the prize property in that way?

Answer. Never, sir.

Question. Was that a proper proceeding on the part of the marshal?

Answer. In my judgment no reclamation or reduction of bid should be made without an order of the court.

Mr. Jordan. Ought any reduction to be made without the knowledge of all persons interested, or their representatives, whether the captors, claimants, or the government?

Answer. I think no reclamation should be made, except in one way, and that is by petition to the court, and commission to a referee to ascertain the facts, on proper notice—certainly to the district attorney, and probably also to the counsel for captors, and to the counsel for claimants. I would state that the attorneys for that reclamation in the case of the Stettin were Martin & Smith, a firm with which I have no connexion now, although I had prior to my appointment as district attorney. I never heard before of this allowance; I know nothing of its meris or demerits, but I think the mode of proceeding was not proper as a matter of practice. I never heard of it before I came into this room—never.

Mr. Glassey. Do you consider it within the legitimate exercise of the marshal's powers to reduce the price bid for goods after the sale?

Answer. I think not, sir. I do not mean to impugn the motives of the marshal in making the allowance, but I think it was illegal and improper.

Mr. Smidt. Here is another order, (Exhibit A.) Did you ever hear of that order for reclamation?

Answer. I never did, sir. In respect also to Exhibit B, I never heard of it until I came into this room. When I say I never heard of it I speak not only for myself, but my assistants, because I have made it a rule of my office that everything should be communicated to me, and I believe that everything is communicated.

Question. Did you ever hear of reductions of that kind in regard to any property whatever?

Answer. Never, except in five cases, where the reclamation was by order of the court. If a reclamation was ever allowed without an application to the court, it has been without my assent or knowledge. An application to the court in such cases, it is settled, is proper. I will refer to 1st Vesey, jr.'s, Reports, p. 210, and 1st Story's Equity Jurisprudence, sec. 144. In those five cases I speak of the proceedings were regularly taken, as follows: The claimants applied by sworn petition for relief. I refused to give my consent to any order without an investigation into the facts. Thereupon the court in each case referred the matter for a report of the facts to the prize commissioners, or either of them. In each of the cases evidence was produced, and written reports were filed. Basing my action upon these reports, I consented to an order of reclamation, allowance, or reduction, in nearly all the cases; I presume in all, excepting one—and that one is the Ann—and that was done in my absence at Washington. In that case one of my assistants, Mr. Allen, gave what was equivalent to a consent. It is proper to state, however, that, had I been at home, I should myself undoubtedly have consented to the order, relying, as I should, on the elaborate examination and report of Mr. Owen, in whose judgment and character I, in common with the profession and the community, repose entire confidence.

The general doctrine was well known in courts of equity in the days of Story and Kent, that a mistake in fact is made void, and a purchaser * * * On marshal's sale such purchaser may be relieved on a proper application. I believe that the withholding of such relief would lead to more frauds, and hence to a greater discredit of public sales than would be obviated by always enforcing the strict rule of *caveat emptor*. I have supposed that the marshal might make it a condition of sale that no reclamation shall be allowed. I doubt, however, whether the adjudication of a court of equity could be altogether abrogated by any such announcement. In the case of the Ann the dates in respect to the action in my office will be given by Mr. Andrews. I will only state generally

what that action was. Mr. Andrews called my attention, on our return from Washington, to the order, and said that he was afraid that the reclamation ought not to have been made. I inquired about it of Mr. Allen, who made to me substantially the same statement he has given in this examination. I wrote to Mr. Owen that I would like to see him, not mentioning the matter I wished to see him about. He replied that he was in a case at the Fifth Avenue hotel, and could not call. I then wrote to the marshal and asked for information. He replied by a letter stating, in substance, that the parties had sold the property at such prices as rendered the reclamation improper. I wrote to Ward & Gore to the effect that I was informed that the reclamation was improper, and that the order must be opened for further investigation. The marshal, as I understood, was largely indebted to Ward & Gore for storage of prize property, and had therefore in his own hands the means of reimbursing the government for any allowance which might have been made to them by way of reclamation. I was called away to Washington, and was absent some weeks. It is proper to say, however, that Ward & Gore called on me both alone, which was the first time I had ever seen them, and with their counsel, Mr. Benedict. Mr. Gray also called. They stated that they had no objection to the order being opened for further inquiry, unless it would be regarded as admitting that there was anything wrong about the reclamation. The matter was laid over till my return from Washington, when I had a further interview with them and Mr. Benedict. He advised them not to consent to opening the order, but I argued the matter with them, saying that I charged no wrong upon them; but inasmuch as it was alleged that the order was not right, they should consent to open it, and if they did not I should move in the matter. They did consent that the order be opened, and on my application it was opened. I said to them that I hoped they would take no proceeding under the order, because I found the allowance of reclamations, even in the very few cases in which they had been allowed, was the ground of attacks upon the court and its officers. They insisted upon it that the order was right, but said they would consider what course they would pursue in the matter. My practice was to examine the reports made on petitions for reclamations, which reports were made by the prize commissioners to whom the matter was confided by the court, and if they presented a fair and legal case, I consented to the order. I never knew anything about the merits of the applications except as I derived the facts from the petitions and evidence, and the reports of the referees. Neither myself nor my assistants have any special qualifications for judging of the prices of property and rates of sale, and to undertake to judge upon the merits of these matters, except upon the evidence, would have been unauthorized and improper, unless, indeed, abuses were brought to my attention, which was not the case.

Mr. Smidt. Has there been any subsequent investigation?

Answer. No, sir; for the reason that Ward & Gore have not as yet proceeded under the order, and the reclamation was absolutely revoked. I will put in as part of my testimony a statement of the five cases referred to. I will also put in a letter from me to Mr. Grinnell, dated April 24, 1863. These are the only reclamations about which I ever heard.

I can state about the Nevins & Co. matter very briefly. I believe this was the first case in which an application was made for a reclamation. Messrs. Martin & Smith called on me on the subject, and exhibited judicial authorities for reclamations. I referred them to the court. They then applied by petition, and Mr. A. F. Smith elaborately argued the matter to the court. A reference was then made and the proceedings taken under it, which have been taken by Mr. A. F. Smith. I do not know nor believe that Mr. A. F. Smith, in that case or in any other, since he came to the bar, ever paid or was a party to paying one dollar to influence the action of any official in either the United States or State courts. This reclamation was a matter of more than usual

attention on my part, for the reason that one of the attorneys was my brother. He requested me to look into it, and said that he wished on his own account and mine, wherever he appeared in court in a case in which I had any official duty to perform, the records should justify the acts of both. He asked me after the reclamation was granted whether the district attorney was entitled to any fee by law for his attention to the proceeding, and I told him that he was not. He told me that he paid a hundred dollars as the referee's fees to Mr. Elliott, and I told him I thought the amount proper.

TUESDAY, *May* 19.

Examination of Mr. E. D. Smith continued:

Mr. Smith. I think I stated yesterday that I never knew nor supposed that a reclamation or reduction of bid was allowed, except by order of the court, in the five cases which are on this list, nor should I ever have consented to any such proceeding. I have nothing to add to what I have already said in respect to the facts of the five cases of reclamation on my list. In respect to these five I believe the petitions were full, the testimony ample, and the reports conclusive. I never heard the propriety of one of them called in question, except that of the Ann. I have testified to all that I know about that. I did not base my action, in opening the order in the Ann, upon the idea that there was anything wrong about it. I based it upon the idea that charges of wrong were made, and that the order, therefore, should be vacated, as it was irregular, and should be left to a further investigation if they required it.

In the matter of the "Troy," I must leave to Mr. Andrews a statement of the dates of the transactions with regard to it; but my recollection of the facts is clear. I received from Mr. Seward a letter dated November 17, 1862, the substance of which was that the President wished the vessel discharged. I received that letter, I think, November 19, though it may have been on the 18th. My assistant thinks that the date of the reception—November 19—on the letter, is a mistake. The next morning I verbally directed the marshal to release the cargo. On the same day I wrote a letter to the marshal on the same subject. At the same time that I wrote that letter I stated to the marshal that he might suspend the actual release of the cargo until I could write to Mr. Seward about the costs and get an answer. Accordingly, on the same day, November 19, 1862, I wrote to Mr. Seward, and enclosed the letter to the marshal which I have just read.

It will be seen that the letter to Mr. Seward plainly implies that the cargo is to be retained until an answer should come from him in respect to the costs. At the same time, for all purposes of prosecution, the release took effect, while the actual delivery was suspended. To that letter to Mr. Seward I never received any answer. The claimant of this cargo, or some person for him, as I understood from Mr. Andrews, was desirous of obtaining the cargo without waiting for any answer from Mr. Seward. I learned—I do not remember from whom, but I presume from Mr. Andrews—that in order to obtain immediate possession, the claimant had deposited $1,500 to meet the costs and expenses; in other words, that in order to obtain immediate possession of his goods, he volunteered to deposit the amount of all fees and expenses. That is what I understood. On that supposition I directed my costs to be made out. They amounted to the sum of $320. This amount was paid me by the marshal. I believe the sum was just and right. The entries in my register on this subject are in substance as follows: "November 18, received the letter from the Secretary of State; same day verbally notified Deputy Marshal Thompson of the letter. Mr. T. objects to releasing the cargo without making provision for payment of marshal's costs. November 19, wrote Secretary of State as to costs. The final decree of condemnation was November 5. December 10, Mr. Kirkpatrick's agent, preferring to pay costs without waiting for reply from Secretary Seward, filed con-

sent that the vessel and cargo be released on payment of the costs. Bill of costs made out at $320. Judge Betts having gone away, and claimant wishing to close the case to-day, received amount of $320. December 12, district attorney's costs taxed by Judge Betts at $320, and filed in the clerk's office. December 31, received from John C. T. Smidt affidavit and motion for re-taxation of costs. January 2, above motion for re-taxation re-argued and denied."

The denial of the re-taxation was on the ground that the claimant, to obtain an immediate release of his property, had agreed to the matter of costs. I regarded the omission of the Secretary of State, who is always prompt in answering letters, to reply to my communication in respect to costs, as rendering it perfectly proper to accede to the claimant's proposition to accept the costs of him and deliver the cargo.

Judge Kirkland. Was not that money paid by that claimant entirely conditional, and subject to the decision of parties at Washington?

Answer. I know nothing about the matter except as it was represented to me. It was never represented to me to have been a conditional deposit of money; nor did Kirkpatrick, in his interviews with me, ever claim that it was conditional on what should be heard from Washington. It will be remembered that the vessel and cargo had already been condemned, and had been advertised for sale, and actual disbursements had been incurred by the marshal. The papers enclosed to me by Mr. Seward showed that the release was a matter of favor. It certainly was so, for the condemnation was perfectly legal in the evidence *in preparatorio*. I believe that if the President and Secretary of State had desired that no condition should be affixed, even though the claimant was willing to take a release with a condition, he would have promptly answered my letter of November 19. On the merits I think the release with a condition was proper and just. I think, further, that inasmuch as the letter of the Secretary of State said nothing about the costs, and I called his attention to the subject and received no reply, it was proper, as it certainly was within my official power and discretion, to sanction the proceeding of accepting the costs and disbursements, and releasing the vessel thereon. It should be observed, further, that Mr. Kirkpatrick had open to him free communication with the authorities at Washington. It would have been easy for him to obtain instructions to me on the subject. I never dreamed of any one casting any imputation on the matter of the "Troy," during the proceedings I have mentioned. Mr. Kirkpatrick afterwards came to the office frequently. I do not know but the man who came was Mr. Penniman, his attorney; at all events, some person came with whom I was not acquainted. The same person came who made this affidavit. I recommended him, if he was dissatisfied, to write to Washington, or employ some person to do so. I explained to him that I believed I had no interest in the amount of costs I had received, though I might have such an interest. He pleaded that he was very much in want of money, and asked whether I would not reduce my costs and pay him some portion of them. I told him I would rather give him the whole than to have him occupy my time, but that I could not made a repayment to him without the appearance of a confession that the amount was not proper. I told him the amount was proper, and I believed the whole proceeding was right, and I would rather he would cease to trouble me on the subject, and apply at Washington. Finally, Mr. Elliott came to me on the subject, and said that this man was continually importuning him also, and that Mr. Elliott believed the man was very poor. I was impatient with Mr. Elliott, because I was very much pressed with business, and I told him if he would trouble me no more on the subject I would give the man a check for any sum that he (Elliott) would say he wished me to give him. Mr. Elliott subsequently reminded me of my promise, and asked me to pay $150 to this man, which I did, leaving my costs retained in the matter of the "Troy" $170.

So far from ever wishing this gentleman to say nothing in respect to the mat-

ter, I always and repeatedly recommended him to apply at Washington. I was never a party to anything which I understood to be a settlement of his claims for reclamation, for I never regarded that he had any claims for reclamation on my costs, nor upon the government. In respect to costs, other than my own, I do not remember what they were, except Mr. Upton's.

I will state that Mr. Smidt called my attention to what he regarded as an overcharge for insurance. Immediately upon Mr. Smidt's explaining the matter to me, I went to the deputy marshal and spoke to him in a very violent manner, saying, in effect: "Here appears to be an outrage; what have you to say about it?" He assured me there was no intentional overcharge, and said that he had taken off a hundred dollars. I do not remember his language, but the idea was that he had reduced it a hundred dollars. I asked him how such a mistake as that could occur. I think he stated that his insurance was by "running policies," and that he had to apportion charges for insurance, and that the mistake must have arisen in that way.

Mr. Smidt. Did you see me at all in that transaction till after the money had been paid?

Answer. No, I did not, until after I had received my costs.

Question. Was your attention called to this other item attached to the bill—the item of storage?

Answer. I do not remember that. I will say that the matter of insurance formed the ground of an urgent representation by me to the marshal and his deputy, of the importance and necessity of having all bills as low and as carefully made out as possible.

Question. In the letter from the Secretary of State to you, dated 17th November, mention is made of papers enclosed to you from the Navy Department?

Answer. In respect to the papers which accompanied Mr. Seward's letter of November 17, I have not read them since the time of their reception. An abstract of the papers being now shown me, they present a stronger case for release than I supposed. It is proper for me to say that I was the more desirous of having the marshal's disbursements paid, because the relations of his office and my own had been unfriendly. My motive in writing to Mr. Seward in respect to the costs, I believe, was not at all influenced by my own interests in them, but by a desire to lessen the feeling which existed between the marshal's office and my own, by convincing him that I desired to have justice done him. He represented that he was continually under large advances to the government for disbursements, and that the release of property, without providing for his disbursements, was a great hardship.

Mr. Smidt. You spoke of the character of this motion made for re-taxation of costs; were you present at that motion?

Answer. No, sir.

Question. You did not, then, hear the remarks of the judge on that occasion?

Answer. No, sir.

Question. Are you aware that one objection was raised by Mr. Andrews, your assistant, that the judge had no jurisdiction by reason of the term having expired?

Answer. I think I recollect of Mr. Andrews saying so, now that you bring it to my mind. I know that he regarded the matter as an honorable and proper arrangement, and that the attempt to overthrow it was in bad faith. The party had obtained the benefit he sought in the immediate delivery of his property, and Mr. Andrews regarded the attempt to re-tax the costs, as I have already said, as something in bad faith.

Question. No portion of these costs had been returned to Kirkpatrick or his attorney in fact, till subsequent to the motion for re-taxation of the costs?

Answer. No, sir; and so far as I am concerned, the return had no motive but to do a favor to him on the ground that he was poor.

Question. There is a decree of restitution I find among the papers—whose handwriting is that?

Answer. I think it is Mr. Elliott's, but I do not know certainly.

Question. That is what I would like to know very much.—(Exhibit 43.)

Mr. Upton. I wrote that, I think.

Mr. Smith. All I know about the understanding with which these costs were received is what was represented to me; I do not recollect by whom, but I should say by Mr. Andrews, or perhaps by Mr. Upton.

Mr. Smidt. Here is the consent to the decree of restitution being entered, which we wish to put in as one of the exhibits.—(See Exhibit 44.)

Mr. Glassey. Will you state the manner in which your bill of costs was made out?

Answer. My bill of costs is on file. I did not make it myself. It will speak for itself. There could possibly be no secret about it, for all amounts received by me are a subject of accounting.

Question. This is a copy of your bill of costs?—(See Exhibit 45.)

Answer. I suppose it is. The value of the cargo and appraisement of the vessel amounted to $21,004 80. I take these figures from the heading of my bill of costs. The thereon is the great value of the vessel, which I presume is the appraised value of the vessel as sent in. I suppose these amounts are both obtained from written appraisements. My bill of costs was always made out with reference to the amount involved as well as to the amount of labor, and the amount involved is estimated upon the records on file; of course, I do not despatch clerks to personally examine the property.

Mr. Glassey. Did any ship's papers come into your hands in the case of the Troy?

Answer. I do not remember, sir.

Question. Was any motion made for the sale of the cargo as perishable?

Answer. I suppose there was; I do not find any entry on the register, but in the multiplicity of motions made in the hundreds of cases pending in my office, entries of motions not unfrequently fail of being made.

Question. No decree of sale was ever actually made until the final decree of condemnation—no interlocutory decree?

Answer. I think not. A *venditioni exponas* (or writ of sale) was, however, issued, as appears by the register, on the 8th of November. The entry is on a different line from the entry of the final decree, and my clerk, in making up the costs, may not have noticed the entry showing the issue of a writ of sale, and failed to observe that the writ was not interlocutory, but final. I should say here that the clerk could not have intended to represent the matter different from what it was, as all the proceedings were matters of record, and the error would be readily seen.

Question. Was any appearance made or any defence interposed before a decree of condemnation was entered?

Answer. I believe there was no appearance in this case. I have already explained that whether an appearance is entered or not in a prize case, all persons interested are supposed to be represented, and there is often as much labor and always more responsibility when claimants do not appear than when they do.

Question. Was this bill of costs actually taxed before or after you had this interview with Mr. Smidt?

Answer. I have already stated that my register shows that the costs were paid under the circumstances which I have already related on the 10th of December, and that they were taxed on the 12th of December.

Mr. Glassey. The reason why, as I understood, the money was paid before the taxation was, that Judge Betts had gone home on the day when the property was delivered to the claimants, and the costs were paid.

Mr. Smidt. You requested me yesterday to remind you to speak of the number of suits which were brought where they might have been all included in one—such as in these cases of rosin.

Answer. I am much obliged to you for calling my attention to that. I know of no cases that bore the appearance even of this criticism, except what is called "the rosin cases." These cases were prosecuted to condemn a quantity of rosin taken at Newbern, on land, by the naval forces, and sent to New York on different transports. My assistant, Mr. Woodford, who is now in the army, filed the libels. I have no doubt the libels were filed separately, on the supposition that there must be a separate suit prosecuted upon each independent arrival at the port. I know of no other cases where libels have been filed separately in cases which, by any possibility, could have been consolidated. Mr. Woodford, of course, had no interest in the matter, and neither he nor any other assistant of mine ever had any instructions to prosecute suits, except in the most inexpensive manner. I will now give my views in respect to compensation and expenses in prize cases. In respect, first, to my own compensation: Prior to the 3d of March last my compensation as district attorney was limited to $6,000 a year, with possibly an exception in respect to a certain kind of confiscation cases, of which none have been prosecuted to any result yet in this district. The act of March 25, 1862, undoubtedly provides for the compensation of the district attorney for his services in prize cases; but the act of July 17, 1862, limits that extra compensation to $6,000 a year. The act of July does not repeal the act of March, and, therefore, it is the duty of the prize court to certify to the district attorney's compensation in prize cases. He is to account to the government for the sums received, and is to be limited under the act of July to $6,000 a year. The first bills for my costs in prize cases were made out by me, or under my specific direction. Subsequently they have been made out by my assistant, Mr. Rice, under my general direction. I believe that in all cases they have been such in amount as any lawyer and any intelligent man would pronounce extremely moderate. They amount to this day to $6,835, and this includes some of the largest cases, such as the Hiawatha. Of this sum I have advanced and paid more than half for the necessary expenses of the office, including the salaries of assistants and clerks, as fixed by the Secretary of the Interior.

Question. Is that in prize business alone?

Answer. Yes, sir. This prize business commenced in the spring of 1861, and I have, therefore, been engaged in it for two years. I have kept a careful account of my receipts, and I know that this sum is accurate. Other costs have been taxed, which I have not received, and other cases remain in which taxations are yet to be made. It will be borne in mind, however, that whatever amount may be taxed or paid, the law, as I think very unjustly, limits the sum to $6,000 a year.

Question. What is the amount of costs not yet taxed?

Answer. I do not know. It is very inconsiderable. I suppose I am entitled to $6,000 a year for my services in prize cases, irrespective of my salary of $6,000; and such is the opinion, as appears in writing, of two of the most eminent members of the bar in New York, and I know of no one in New York who disputes it. In respect to the compensation of the counsel for captors, I have regarded this matter as vested by law in the court. His services were all well known to the court; and the court, together with the Secretary of the Navy, (the latter acting under the law of July, 1862,) have fixed this matter. Considering the fact that the counsel for captors was recognized by the court, employed by the Secretary of the Navy, and rendered services which the court regarded as laborious and valuable; considering also the fact that he worked at this business for about a year and a half before he ever received any compensation whatever by virtue of any allowance of the court, I have never regarded it as consistent with official or professional propriety, nor with justice

nor respect to the court itself, that I should step forward to object to his compensation. Now, with respect to the prize commissioners: A reference to the acts of March and July, 1862, will show that this matter also has been confided to the court, under limitations which address themselves to the accounting officers at Washington. It is proper for me to say that the prize commissioners have performed a vast amount of labor, and have performed it well. It is certainly surprising that they could have done so much in such a summary way, and have laid themselves open to so little complaint.

Now, in respect to the marshal's compensation, I have already stated it is regulated and limited by law. In respect to his disbursements, I desire to say this: I have already said that neither myself nor my assistants have any special qualification for judging of such disbursements as pilotage, towage, stowage and labor generally. This matter is peculiarly within the province of the marshal himself. I have limited my action to a careful examination and verification of his accounts. It is true that by letter, and by personal interviews also, I have urged economy upon him, and have called his attention to the sum total of disbursements in various cases, and to the general representations on this subject; but I have felt and known that I had not the force at hand nor the ability to do justice, either to the government or to those employed by the marshal, by undertaking to assume duties confided by the law to him. No complaint of corruption in respect to these disbursements was ever made to me until the difficulty between Mr. Draper and the marshal, nor until about the time I understood the charges were filed upon which this investigation arose; nor even then were any charges made of a specific character. When Mr. Draper first spoke to me on this subject I said to him that if either he or any other credible person would make an affidavit which could be used before a United States commissioner, I would either lay it before such commissioner, or before the proper officers at Washington. Mr. Draper replied that in proper time this would be done, but he was not then prepared to make any such affidavit. When I called the attention of the marshal to the large aggregates of bills for his disbursements, he called my attention to some facts, and other facts occurred to myself as proper to be taken into view in considering this matter of disbursements and expenses. For instance, it was stated that the marshal was not supplied by the government with sufficient money to carry on his business for the government in a prompt and business-like way. The circuit court had decided that where a vessel or cargo was bonded, no condition could be affixed to the bond to pay the marshal's expenses to the time of the surrender of the property; and the marshal informed me that the accounting officers at Washington had decided that no matter what amount of expense he might have incurred, the same could not be paid to him until the final determination of a suit, even though that suit might be tied up by appeals to the Supreme Court of the United States for years. The marshal said that he had borrowed not less than thirty or forty thousand dollars on his own credit, and had disbursed these sums for the government in different matters confided to his care. It was represented to me, or it occurred to me—and I have forgotten which, in reflecting upon and conversing about this matter—that a warehouseman dealing with an individual, and being sure of his lien upon the property for his storage, would naturally do much better in the way of terms, and could afford to, for an individual, than for a government which by its own power might at any time take its property away, and leave a claim for storage to be adjusted at its own leisure. It further appeared that the pressing nature of the government storage business amounted to such a monopoly of the warehouses themselves, and of the discharging wharves, &c.; and such was the unaccommodating character of the warehousing business from its very nature, and such the summary way in which vessels are discharged, cargoes stored, and property sold and delivered, that no proper warehouses could be obtained at the rates which

obtain with individuals. I have not sufficient knowledge on the subject to know to what extent these representations and facts are entitled to be considered. That they are entitled to much consideration, I think is intrinsically evident; and I have no doubt similar observations may, in part, be made in respect to bills for towage, wharfage, labor, and other charges. The remedy for any evil in this respect, if evil exists, cannot be attained by imposing upon a merely judicial officer like myself, whose business is in his office, his library, and the courts, the duty of personally informing himself about the merits of matters of this kind, or of calling upon him to act as the spy, or the detective, or the accuser, in respect to the acts of an officer like the marshal, to whom the President confides a commission, as he does to the district attorney. The laws of the government by diverting the district attorney from his duties, in all the variety of cases which come under his charge, would be poorly recognized by giving him a seat on the wharf, and setting him to watch the arrival, departure, and discharge of prize vessels. Whatever could be done by him with any hope of advantage to the government or captors in these respects, has been performed.

With respect to the storage bills of Messrs. Ward & Gore, they often come into the court by petition and otherwise, personally and by counsel, and ask that differences between them and the marshal, as to their bills, may be adjusted by a reference to experts or to United States commissioners, or others. I have objected to this proceeding for two reasons: First, I regarded it as shifting the responsibilities of the marshal upon persons not vested by law with any power in the matter, and consequently as imposing an expense and delay which might have been a greater evil than that involved in the matter. It would have been the end of the summary disposition of a prize cause. Subsequently the marshal applied for similar proceedings, and to this I also objected. I told the marshal that I thought he ought to consult experts himself, consider all the facts and circumstances of the matter, and pay Ward & Gore just what, if all the circumstances were the same, he would pay them if the employment had been personal instead of official.

A matter now occurs to me connected with the marshal's duties which I desire especially to refer to. I allude to the act of one Potts, in taking to Liverpool some of the cargo of the Hiawatha. Before I ever heard of this matter Mr. Owen had commenced an investigation into it. I once made a motion to the circuit court to attach Potts, which was denied, Judge Nelson saying that any application or proceeding in the matter had better originate with Mr. Owen, as he was a prize commissioner and had a special duty in respect to the custody of the property. Mr. Stoughton appeared for the marshal and presented affidavits, which tended to establish the fact that the marshal had been deceived by Potts. The marshal, I suppose, will make his own statement in respect to this matter. I refer to it merely to state my own action, and the reason why that action was not more extended. Potts was taken in hand by the marshal and subjected to a severe course of imprisonment, as I understood, under directions of some authority, but after enduring this imprisonment for a long time he was finally released.

In referring to the persons by whom I have been assisted in prize business, I omitted to mention Mr. Evarts. His counsel in some of the important cases, and his trial and argument of some of them, in connexion with myself and assistants, have of course been of great value to the government and captors. He has never received any compensation out of the proceeds of prize property. For his argument in the Supreme Court of the United States he was paid, but not from prize funds. In that court he acted as the associate of the Attorney General, and was employed by him. I do not see how, inasmuch as in the distribution of the proceeds of prize property no reservation has been made on

his account, he can be paid for his services here, except from the treasury generally, without reference to prize funds.

I have been constantly devoted to my official duties; and, with every opportunity for observation, I think it is due to the court, to the prize commissioners, to Mr. Woodford, now in the army, to Mr. Andrews, as well as to myself, to say that if this prize fund had been a trust belonging to widows and orphans, we could not have done our duty more conscientiously, more laboriously, or more successfully.

In respect to the duties of the marshal, they are necessarily less under my immediate observation. So far as I could observe them I have seen nothing amiss, except what he has been ready always to explain with an array of facts and statements which would seem to exculpate him from blame.

The imposition of this prize business upon the office of the district attorney in New York has resulted in entirely changing it from what it heretofore has been since the organization of the government. It will be noticed that the compensation provided by law for the district attorney is remarkably small compared with that given the revenue and other United States officials in this city. One reason for this undoubtedly has been the fact that the district attorneys gave generally not certainly more than half their time to the public business, and had no necessity for doing so. Hence, lawyers of large practice have accepted and held this office; and why? Because the very fact of holding the office of district attorney would naturally, in the minds of many persons, raise the professional standing of the incumbent. Therefore his private legal business would be augmented, and at the same time he would be left abundant time to attend to it. This overwhelming amount of prize business may be said to have destroyed the office as a desirable place for a lawyer having already good practice, and the only just remedy would be a great increase in the compensation of the incumbent. A small increase has already been made by Congress in revenue business; such increase, however, to depend and be contingent upon the energy with which the district attorney should attend to that class of business, and the success he should have in augmenting collections of money due the government. The extra compensation of $6,000 a year, which I suppose the district attorney to be entitled to for his services in prize cases, (although the allowance of this compensation even is a matter of doubt,) is a poor recompense for the injury done to the incumbent by this new and vast amount of extra business. With respect to the aggregate compensation of different officials connected with the administration of prize law, I think that a contemplation of such aggregate, without extending the view further, is a very narrow and unjust mode of dealing with the matter. Let any one, in order to do justice, extend his vision, and he will find that the amount of money realized and to be realized in adjudications of prize property in this country is without a precedent anywhere, considering the time during which this blockade has lasted. The aggregate sum which the navy pension fund will receive is enormous. The aggregate sum which prize captors will receive—not only those high in command, but the humblest sailors—will yet prove to be beyond anything that has yet been estimated. No one would think of cutting down the allowances to naval officers and sailors because the aggregate might, in any given case, prove large. The policy of the law is to induce activity and zeal on the part of these officers by a contingent compensation, sometimes small in the detail, but certain and abundant, and this though the aggregate might prove great. I think the policy of the law should be to liberally reward those by whose industry, research, ability, and fidelity the fund is realized and distributed. It certainly should be borne in mind that much time elapsed before any one received a dollar; and I believe that no orphans' estate, in the administration of which were involved so much of novelty as respects legal questions, so much responsibility, and so much labor, was ever carried through the courts with less expense, with less waste, or with

more satisfactory results, than have attended the administration of this fund, bearing in mind that the fund was, from the start, in litigation, and owed its realization to litigation.

I desire to say another word about the aggregage amount of these expenses. Mr. Owen has already explained that a proper statement in respect to these prize proceedings in this and other districts will, when corrected, show that this district compares well with other districts. I refer you to his statement. But I desire to call your attention—I do not know whether it has been adverted to—to a peculiarity which is attached to this district, and which has operated unfavorably upon the amount of expenses. We have constantly applied to the circuit court for orders of sale in cases tied up by appeal. We have placed these applications upon the ground that the law required such sales as soon as a decree of condemnation was entered, even though no appeal was made. We have also urged sales upon the ground of deterioration in value, accumulation of expenses, waste, liability to depredation, and the like. The circuit court has always heretofore held that these sales could not take place. We have, therefore, for the effect, that the "Hiawatha," tied up by appeal to the Supreme Court, lies up at the dock unsold, although two years condemned. So with many other vessels, and so with many cargoes. I understand that in Boston, Philadelphia, and Key West, sales have been prompt and regular. The Solicitor, therefore, will immediately perceive that the practical effect of the view of the law taken by the circuit court here has cast upon this district the odium of a vast accumulation of expenses which would have been saved if we could have made sales when decrees of condemnation were originally entered. The deductions which should have been made from our aggregate of expenses, by reason of these considerations, would present a result which would be exceedingly gratifying to every one who has any responsibility here in respect to these prize cases. It should be said further, in behalf of this district, that the business has been enormous. There are about one hundred and fixty-six cases. That errors, mistakes and losses should have attended the adjudication and custody of such a vast amount of property, and that this should be in a proportion augmented by the vastness of the amount involved, it seems to me is natural. It was due both to the captors and to the officials that this investigation should take place. Conscious of no inattention and of no default on my own part, I shall be happy if this inquiry shall result in giving a new and a just confidence to the courts and city of New York. I have not been able, from the pressure of my official duties, to be present during the greater part of the time occupied in this investigation, nor have I had any copy of the information filed at Washington, or with the Solicitor, in this matter. I have looked over these papers, however. I do not recollect anything in these papers upon which I can throw any light, and I shall be glad, if the evidence has brought forward anything in relation to which I ought to testify, that the counsel would bring it to my attention.

Mr. Smith. Do I understand you to say that the details of the practice of your office in prize cases is more familiar to Mr. Andrews than to yourself?

Answer. The whole matter of prize proceedings is perfectly familiar to me, but the details of the facts and course of proceedings in each particular case are more familiar to him than to me. I have already furnished a list of all the prize cases in this district.

Question. Is that the paper to which you refer?

Answer. Yes, sir. The list is made out alphabetically. My prize register is separate from my other register, and is here at your service. My official correspondence is all a matter of record in my office, and these records are of course open to the Solicitor. The files for a year or two are now here. Copies of my tabular reports to the Secretary of the Navy are also at your service. I have already referred to them. I have forgotten to allude to the commission of the auctioneer. No statutory law authorized the appointment of any auc-

tioneer whatever. Many years ago, however, as I have understood from Judge Betts, and from others, the revenue officers requested the marshal to employ an auctioneer for the sale of property seized in revenue cases, instead of crying off the goods himself, as had been done at an earlier time. The practice then grew up—and I should say that this was perhaps twenty years ago—under which the marshal employed an auctioneer in such cases and allowed him two and a half per cent. for his commission, at first by consent, and afterwards by usage, and perhaps by implied consent. This allowance to the the auctioneer was taxed in the marshal's disbursements. When the present marshal took office, this practice had become, through a practice of many years' standing; a matter of course. The marshal employed Mr. Draper as auctioneer. It was only at a comparatively recent day that any question was raised on this subject. Two questions arose: first, the subject of employing an auctioneer at all; and, secondly, what should be his compensation. On the first question I have no doubt; no merchant or householder having goods or furniture to sell at auction would undertake to cry them himself. The business of auctioneers is, as proved by experience, to be a useful business, and a man can obtain high prices in proportion to his ability and the experience he has had as an auctioneer. I should have regarded it as a great injustice to both the government and the captors if, while the revenue officers and the government had the benefit of an auctioneer in ordinary cases, the captors and the government should have been deprived of it in prize cases. In respect to his compensation I had some doubt and perplexity. In the first place I was determined to discover, if possible, whether the arrangement between the auctioneer and the marshal was *bona fide;* whether any collusion existed between them; whether the auctioneer received the whole of his ostensible commission, so that it might operate to stimulate him on a sale, in view of his own interests, as well as of his duty, to obtain the highest practicable prices. I therefore wrote a letter to the marshal of a searching character, and that letter I want to put among the exhibits here, in which I said: "In order to justify my consent to auctioneers' fees, and other disbursements, it will be necessary, in addition to the ordinary vouchers, to furnish sworn testimony that all sums charged as paid by you have been actually paid or allowed in good faith, without any bargains or arrangements, expressed or tacit, for the retention by you, or repayment to the persons receiving the same, of any part of such commissions or disbursements, and that you are not, and do not expect to be, interested therein."

The marshal furnished me with a statement and affidavit, in which he met my letter just as explicitly as I had written it. Mr. Draper also assured me of the same facts which the marshal stated. I desired Mr. Draper to furnish me with a certificate of merchants and underwriters in New York as to the proper amount of his compensation. He did furnish it to me, and it was signed by numbers of the most respectable merchants and underwriters of this city. Some of the signers were members of this committee of merchants who are associated in this investigation. I went further: I consulted Mr. Evarts on the subject. Both Mr. Draper and Mr. Murray assured me that this allowance of 2½ per cent. was a matter of contract between them, at least during the early sales. I therefore caused to be submitted the disbursements of the marshal, including this allowance of a commission to the auctioneer, with my consent to the taxation of the commission. Finally, however, the Secretary of the Navy wrote me a letter objecting to the employment of any auctioneer whatever, and also objecting to the amount of the commission; and the Solicitor of the Treasury finally instructed me not to permit, if I could help it, of a taxation of a commission to hat amount. Then the act of March 3 came in, and limited auctioneers to ne and one-quarter of one per cent. I confess that I look upon the reduction f this commission much as I look upon the exceptions which are sometimes

taken to the compensation of counsel and others engaged in these prize proceedings. I have always found, when I was a commercial lawyer, doing business on my own account, that I was served better when I paid my assistants and clerks liberally; and I believe that, as a general rule, in the employment of professional persons, as well as in the purchase of goods and wares, a man is served well or ill pretty much in proportion to his pay, and if I owned all this prize property, I would—as I would now—endeavor to punish anybody to the full extent of the law who should impair the fund derived from these prize cases, pay all persons liberally who were charged either officially or by contract, express or implied, with any duty in respect to the prosecution of prize causes, or the care and custody of prize property, and I should do so as a matter of calculation, having regard to my own interests, and not travelling far enough to make much question as to whether the persons receiving the money were overpaid or not. I believe the most upright person employed in either a public or private capacity will be stimulated to a more faithful and efficient discharge of that duty by a liberal rather than by a limited compensation. I know nothing of the particulars of the quarrel which has sprung up between the marshal and others on one side, and the auctioneer and others on the other side. I do know, however, that there has been a quarrel, and I think that much of the spirit of accusation which has exhibited itself in the press, and otherwise, is owing to the passions to which this quarrel has given rise. For my own part I do not complain of this state of things, for I have been treated with great kindness on all sides; and no one can justly complain if the truth is elicited, whatever may have been the immediate origin of the proceedings which inaugurated its investigation. Both in England and this country prize courts have proverbially been the subject of attack; often, no doubt, justly, but often, unquestionably, unjustly. Many depraved persons, conscious that they could not withstand temptation, are unable to imagine that any one can be honest or true in the administration of a trust. Other persons, who are not depraved, are yet fond of scandal; and others, again, upright themselves, have little faith in human nature, and are the ready recipients and the eager retailers of defamation. Personal and political interests avail themselves of these opportunities to promote their objects. The law has very wisely separated and made distinct the respective duties of officials connected with prize adjudications and prize custody, and to this fact I should attach great importance if this investigation should result in clearing the community of the distrust which has recently sprung up in respect to prize proceedings.

Mr. Upton. You remember, no doubt, that in the early history of these prize proceedings, Judge Betts, for reasons which it is not worth while to detail, ordered interlocutory sales to be made by the prize commissioners and the United States marshal. I ask you if you remember, when that was done, of Mr. Moses H. Grinnell coming to you to desire you to take some proceedings or other so that Mr. Draper should have the interlocutory sales in prize proceedings?

(See answer to this question further on.)

WEDNESDAY, *May* 20.

Examination of E. D. Smith continued.

Mr. Smith. I would state that I have been informed this morning from Washington that the accounting officers have decided that I am not entitled to my costs; that the costs which I collect I collect for the government. I supposed they would decide so, but I do not consider the decision legal, and shall not submit to it. I shall carry it up.

The decision is, that my compensation is not increased a dollar by the prize costs. I received a letter this morning informing me of that decision. By that decision the costs received by me are to be paid into the treasury. They have not, however, taken the opinion of the Attorney General nor of the Solicitor of the Treasury. The matter involves a question of law, and I know of no lawyer who disagrees with me in my opinion that I am entitled to six thousand dollars a year for my services in prize cases in addition to my yearly salary given to me for my other services. Without the prize business I should have ample time for my private practice; but with the prize business my whole time is devoted to the public business, including not only business hours, but many of my evenings.

In answer to the question put to me by Mr. Upton at the close of the proceedings last evening, I have to say that Mr. Grinnell did not come to me on that subject.

Mr. Upton. Did he send to you or in any manner communicate with you, and, if so, in what manner and to what end, in respect to Mr. Draper's having these sales?

Answer. He wrote me a note asking, in substance, whether I could not so arrange the matter of prize sales as to give Mr. Draper the business.

Question. Do you not know, or have you not been informed, that Mr. Grinnell used his influence to obtain for Mr. Draper the appointment or the employment of auctionecr from the marshal?

Answer. Under the late law, do you mean?

Question. When he was first employed, or at any time since?

Answer. I believe he did.

Question. Do you not remember of the opposition expressed by the Secretary of the Navy both to yourself and to me, at an interview with him, at the department in Washington, upon the subject of the allowance of 2½ per cent. to the auctioneer for the sale of prize property?

Answer. Yes, sir.

Question. Was it not after that opposition thus expressed by the Secretary of the Navy that Mr. Grinnell urged you to consent to the allowance of 2½ per cent. to Mr. Draper?

Answer. I do not remember of Mr. Grinnell urging me about that.

Question. Was it not after this expression of opposition by the Secretary of the Navy that Mr. Grinnell furnished you with a certificate signed by himself and other merchants of New York, to the effect that 2½ per cent. commission was a proper and reasonable commission to be allowed him?

Answer. The contents of the paper itself will be seen, because I can produce it.

Question. Will you produce it?

Answer. Yes, sir. That paper was given to me after the interview with the Secretary of the Navy in Washington. The certificate appears on my letter-file at page 46. I produce the original here, and also furnish a copy.

Question. I will ask if the original of that certificate is not in the handwriting of Moses H. Grinnell himself?

Answer. It is, sir.

Question. Is it not first signed by Mr. Grinnell, and then also by as many as two members of this committee, viz., Moses Taylor and Edward Minturn?

Answer. The paper will speak for itself. Three of the gentlemen, I believe, are upon the paper.

Question. Upon the face of that certificate there is no express reference to the auctioneer of prize property. Will you have the goodness to state if that was the purpose of that certificate, and if it did, as a matter of fact, refer directly to Mr. Draper?

Answer. It was furnished to me in obedience to a requisition which I made

upon Mr. Draper for evidence as to the amount of commission which ought to be allowed him.

Question. You were, I believe, apprised of the fact, were you not, that I had been instructed to oppose the allowance of this commission of 2½ per cent. to the auctioneer, prior to or about the time of your receipt of the letter from the Solicitor of the Treasury upon the subject?

Answer. Yes, sir.

Question. I ask you now, if, prior to that instruction and the opposition resulting therefrom, you had ever heard of any complaints in relation to prize proceedings of the character thus set forth in the charges here signed by Moses H. Grinnell?

Answer. I had not.

Mr. Benedict. Did Ward & Gore make application to the district court to have their bills for storage of the prize property adjudicated on petition?

Answer. They did.

Question. I think you stated that you appeared several times in relation to these matters?

Answer. Yes, sir; I did when summoned by notice of their applications. I believe there were eight cases in which Ward & Gore applied to the court to have their accounts investigated and adjudicated; and these cases, or some of them, are still pending.

Question: Did not the statute of March 25, 1862, provide that the counsel for captors, prize commissioners, and the district attorney, should have such compensation as should be reasonable for their actual services in prize cases?

Answer. It did enact that, and it has never been repealed.

Question. And the amount to be received by them was to be settled and adjudicated by the court?

Answer. Yes, sir.

Question. Did you suppose there was any impropriety, therefore, in these officers making out what they deemed to be reasonable bills, and presenting them to the court to be passed upon?

Answer. No, sir; it was their duty to do it.

Question. And have you not supposed, and so asserted repeatedly, that the power of the court to adjudicate upon these questions furnished the safeguard to the government?

Answer. Yes, sir.

Question. Now, sir, doesn't the first section of the same act provide that all reasonable and proper claims and charges for wharfage, storage, towage, insurance, and other expenses, shall be charged upon the property, and shall be audited and allowed by the court, and shall be paid out of the proceeds of the property?

Answer. Yes, sir.

Question. You do not intend to be understood as saying that there was any impropriety on the part of Ward & Gore in resorting to the court for the purpose of having their bills adjudicated?

Answer. Undoubtedly there was no impropriety in it. The fact that they did so favorably impressed me. At the same time, I am inclined to think that, at least in the first instance, their bills could come before the court only in the shape of sworn disbursements paid or incurred by the marshal.

Question. You then mean to be understood as testifying that these gentlemen had not the right to resort to the court to have their bills adjudicated, although the act expressly says that they shall do it?

Answer. My answer is already, I think, sufficiently explicit. It is founded upon a reference to all the statutes in existence upon the subject; but you may be right in your view of the matter. I think the practice is, or ought to be, that the marshal should determine the whole matter himself, and that his

accounts should be properly verified, and in that shape passed upon by the court. The statute to which you have just referred seems to be inconsistent with this practice. If this statute changes the practice which obtains in cases other than prize, the change is a very violent one, and would be, I think, fatal to the summary disposition of prize cases.

Question. I think you stated that the reclamation in the case of the "Ann" is still open, and the reference has not been further proceeded with?

Answer. I stated in substance that Ward & Gore had consented that the order of reclamation should be vacated, and the matter be referred back for further investigation. The order referring the matter back has not been proceeded with. The reason why Ward & Gore have not moved in the matter is, as I understand, that they were engaged in endeavoring to adjust with the marshal, through the means of a voluntary reference to experts, their accounts as warehousemen against him in some other cases; and the reason why I have not proceeded on the last order is, as I have stated, that upon any settlement of disputed accounts between the marshal and Ward & Gore, an amount will be due Ward & Gore far exceeding the sum allowed them on the order of reclamation. The order vacating the reclamation, therefore, has, as the marshal long since stated to me, been so far executed as that they have been charged in account with the amount allowed them, and thus the government has no claim upon them, growing out of the order vacating the order of reclamation.

Question. Have not Ward & Gore always insisted that they were entitled to that allowance, so far as you know?

Answer. They have.

Question. Have they ever conceded that anything should be charged even against them in that case?

Answer. Never.

Question. The subject is still in litigation between them and the marshal, or between the government and the marshal, or whoever is party to the proceeding?

Answer. Yes, sir; but the order vacating the order of reclamation did in fact vacate the allowance of any reduction of their bid. At the same time it was provided that the matter should be further investigated, and of course the inference was very plain that if the further investigation confirmed the right to a reclamation, Ward & Gore would of course apply to the court for a revival of the first order which allowed it to them. It is due to Ward & Gore to say that they consented to the order vacating the order of reclamation, and directing a further investigation, on the sole ground that I had stated to them that it was charged that the reclamation ought not to have been granted, and if they were right they ought to consent to an investigation. They maintained with apparent sincerity that they were entitled to the reclamation, and said that their only objection to consenting to such an order as I desired was, that it might be taken to infer some admission on their part that the reclamation was wrongly applied for. Whether the marshal has actually charged to Ward & Gore the amount allowed in the order of reclamation I do not know, nor do I regard it as important, for, as I have already said, the amount that in any event must be found due for storage will be abundant to cover the amount allowed for reclamation, if it should be finally determined that the reclamation was improperly granted. I also understand that Ward & Gore are themselves entirely responsible.

Mr. Smith. Do you know whether at the time Ward & Gore got this reclamation they had paid for these goods which they had bid upon at this sale, and which were struck down to them?

Answer. I know nothing about it.

Question. Then you do not know whether this reclamation was money to be paid back to them, or whether they did not pay the reduced price upon delivery?

Answer. No, sir.

Question. On that visit to Washington which has been spoken of here, how long were you absent from this city?

Answer. I do not remember.

Mr. Glassey. Do you consider it your duty or the duty of Ward & Gore to go on with that investigation?

Answer. I think the matter is being sufficiently investigated by the Solicitor of the Treasury, who is an officer of far higher grade than I am. I regard the matter as at present in as good a condition for the government as it can be.

Judge Kirkland. I have seen it stated in high quarters—no less elevated than the House of Lords—that by the great delays in the administration of these prize matters in the United States, all parties, both English and American, were deprived of their rights. I want to know, for your sake—for the sake of the country—all the truth on the subject of that complaint made in the House of Lords.

Answer. This question was put to me officially by the Solicitor of the Treasury long before this investigation was instituted, or before any complaint was made in the British Parliament on the subject. My answer to it is, that the complaints are entirely unfounded, except so far as they may be made against the British government itself. In other words, I mean to say that on the part of the United States government nothing has been left undone to expedite proceedings in prize; but that on the part of the British claimants, represented by Mr. Edwards, a litigious, technical, and, as I have often thought—though, perhaps, unjustly—a vexatious course has been taken and pursued, which has, in some instances, baffled all the efforts of court and counsel to make a summary disposition of prizes brought to this port. The trial and condemnation of cases in this district may be truly characterized as swift. It is very true that some delay took place in the Supreme Court of the United States after the cases had been appealed to that tribunal, but these delays lie at the door of the rebels and those who have aided them to prolong this struggle; for, by their acts, they disorganized the Supreme Court, and rendered it necessary that the court should be reorganized and additional judges be appointed. This reorganization, and these reappointments, were effected with as much celerity as the magnitude of the subject and regard for the interests of all sections of our national territory would permit. As this matter is a subject of great importance, I shall be excused for elaborating my answer.

In the first place, the district court, sitting as a prize court, thrust aside all revenue and other business—no matter of how much importance to either the government or citizens—and devoted its entire time to this prize business in preference to everything else. The government supplied the district attorney with Mr. Evarts as counsel. I devoted my time to prize business whenever necessary, to the exclusion of other business. One of my assistants, whose services would have been of great value to the revenue and other business of the office, devoted nearly his entire time to prize business. I am at liberty to say that, in the opinion of members of the bar, my assistants exhibited unusual ability and industry in this branch of business. The services of the counsel for captors were constant and valuable in expediting this litigation. The court often bore testimony to the value of his services. Every officer of the government, both here and at Washington, has been prompt and energetic in advancing these cases to a final determination. It is proper to say that the Attorney General and the Solicitor of the Treasury have added their counsel and efforts with the utmost promptness, whether specially called upon or not; and I may say the same of other members of the government at Washington.

It should be remembered that the right of maritime capture, as prize of war, as an incident of this struggle, and as a consequence of this blockade, has been doubted by many respectable jurists, and has been fought with all the weapons

known to judicial opposition. We were, therefore, very differently situated from what we would have been had our belligerent rights been admitted at the start as the basis of all our proceedings, as would have been the case had this war been with a foreign enemy. And not only this, but, as I have before testified, the cases were not only fought on the great and main questions, but case after case, to a number almost beyond estimate, was fought in detail upon every ground which the mind of a lawyer could suggest. Thus, over and over again, a case would be litigated by a claimant, where it should have been disposed of in pursuance of precedents already established by us in these litigations. The difficulty in the Supreme Court threw the appeal cases over for nearly eighteen months. There were two leading questions involved upon which the decision of the Supreme Court was vital. The first was, whether the right of maritime capture resulted at all, even where a vessel undertook to run the blockade; and, secondly, whether vessels owned by persons residing in the insurrectionary districts could be captured on the principle of enemies' property. Indeed it was stoutly denied, by no less a lawyer than Mr. Lord, that this civil struggle was a war at all, as respects the question of maritime capture.

Then it was also maintained that for any of these purposes, no matter what might be the actual state of things as respects the marshalling and conflict of armies, no war could exist in this country except by act of Congress. I will not go through with the numberless questions which were raised, but I will content myself with saying that all the rights of belligerents, and all benefit from the settled law of nations, and the authority of precedents on this subject, were claimed not to belong, and not to apply, to the government of this country in the contest which we are waging. Nothing was granted, and we were regarded by the counsel of these claimants as wholly at sea, open to attack and destruction by our enemies, and at the same time deprived of any of the means of resisting those enemies which have been claimed and exercised by belligerents in all ages. The Constitution was shaken in our faces and in the face of the court, and a continual rattle of parchment was kept up, so that we had great difficulty often in making our arguments heard, or our precedents seen, above the din of clamorous claimants. If any person will compare the amount of time occupied in the disposition of a prize case, even where it has been appealed to the court of last resort, with the time expended in the disposition of every other class of litigation in which appeals are prosecuted, he will find that prize cases have been proceeded with as rapidly as any reasonable person, or as the government, could expect. Indeed, considering the difficulties, most of them created by British claimants themselves, which have surrounded the cases arising during this war, I think he will be astonished that no greater delay has taken place; and I am confident that a comparison with the proceedings of prize courts in other countries would operate favorably upon the reputation of the courts and officers of this country. Ordinary cases, in which appeals are taken and prosecuted to the end, occupy, I believe, much more time, probably three or four times as much, as has been occupied by these cases.

Mr. Upton. Did not the Attorney General exercise his right of claiming a privilege and priority for the hearing of these cases in the Supreme Court of the United States, at the first term of that court after its reorganization?

Answer. He did. They were argued out of their order, and in preference to some three hundred cases which were before them.

Examination of Frank Squire.

Judge Kirkland. What is your business?
Answer. Warehousing.
Question. How long have you been engaged in that business?
Answer. About eight years in the city of New York.

Question. Are you extensively engaged?

Answer. Yes, sir.

Question. Have vou had very large quantities of goods during that period n your houses?

Answer. Yes, sir.

Question. Where are your warehouses?

Answer. 286 to 290 Water street, near Dover, are our bonded stores. We have other stores which are not bonded.

Question. How long have they been occupied as bonded warehouses?

Answer. I cannot tell exactly how long they have been bonded, but they have been used as warehouses thirty odd years. I have been there in connexion with that house, as proprietor and clerk, between four and five years.

Question. How many other stores have you?

Answer. We have from 287 to 297 Water street, and two on Front street.

Question. Now, sir, are you well acquainted with the fair and reasonable rates of storage in this city?

Answer. With the general storage I am. With the class of goods bonded in this city I think I am perfectly familiar.

Question. Please state what is a fair price for the storage of various staple articles.

Answer. Well, for coffee the regular rate is three cents storage and three cents labor per bag, per month. Coffee always comes the same. There is a little difference in Maracaibo coffee, but slight. That is the outside price. Sugar in hogsheads we charge twenty-five and twenty-five—that is, 25 cents per month storage, and 25 cents labor. That is our regular rate. Sugar in bags we take at 2½ and 2½, and some at 3, 3. It will average 2½ cents per bag per month. I give you the highest rates we charge, and that we almost always get. Rice 3 and 3, in bags. Cotton in bond is an entirely new article. The former rates for cotton were 10 and 10 per bale, per month. We are now charging 12 and 12, and sometimes as high as 15 and 15. Surat cotton we are getting 8 for, and in bond 10. Lead, by the ton—the highest we have had has been 20 and 30, (twenty cents storage, and thirty cents labor.) The labor is higher on heavy articles. Teas, half chests, 2 and 2, black; 2½ and 2½, green; whole chests, 3 and 3. Iron in bars, by the ton, I am getting at 20 cents storage, and 30 cents labor; 2 and 3 shillings were the former rates three or four years ago. We take dry goods, English cases, at 25 and 25, and French cases at 30 and 30. We have heavy bales of burlaps and bagging at from 50 and 50 to 60 and 60. We have them frequently at 60. Storage men, like others, are in competition. Some get less, and some more. I suppose we get as good rates as anybody. For most of these articles, the figures I give are the regular rates, like buying bread.

Mr. Glassey. Suppose an assorted cargo of boxes, bales, dry goods, drugs, hardware—what would be your charges in that case?

Answer. Well, we look at the goods, examine the cases, and say, such goods such a mark, and charge the rates I have mentioned. We charge in proportion to the size of the cases; we hardly ever average anything. We take some goods by the weight when they are heavy packages and uneven; but generally we have reference to weight and size. For heavy packages, like soda ash, we have 2 and 2 per hundred pounds, per month.

Question. Is your charge rated by the space occupied?

Answer. Yes, sir, we take that into consideration.

Question. Is it fair to charge by the cubic foot?

Answer. No, sir, we have no occasion to do that. Occasionally we take a piece of a room, and offer it to parties at a certain rate, and they may put in what they like. Teas we pile up to the ceiling. We charge so much per pound for it, and pile it up. We consider 2 cents on soda as equivalent to other goods

which we can pile to the ceiling. We cannot pile it so high, because it would damage the goods. Soda ash is about as heavy as any goods we have. We charge 60 and 60 for an ordinary cask of hardware. We have a printed list of rates got up by the Chamber of Commerce in 1859, and we govern ourselves, as near as we can, by that.

Question. Do you consider that list a fair rate for storage?

Answer. Generally, I do. There are some exceptions.

Question. What difference should there be between the rates of storage in Brooklyn and in New York?

Answer. We charge more than they do in Brooklyn.

Question. Should the charges be less in Brooklyn?

Answer. I think they should, because rent is less. I have frequently had it said to me that the Brooklyn stores "take less for storage than you (I) do."

Question. Is the difference in rent the principal reason?

Answer. No, sir; labor is cheaper, too, in Brooklyn.

Mr. Benedict. Storage is a question of space and time, is it not?

Answer. Yes, sir, mainly. If it comes in and stays but one day we charge for a month. After that, if it is a day over one month, we charge for half a month. We charge by the half month after the first month.

Question. Suppose goods are stored with you and the owner of the goods sells them to me, and I go to you and have them transferred to my name instead of his, what is the rate about that? Do you charge labor for that?

Answer. That depends. If you had a thousand pounds of rice, and it is sold to another party, we transfer it to him and charge him full storage from the date of the order of transfer, and charge the other man up to that date.

Question. Suppose it has been a month and ten days in store, and then is sold, you would charge the first man a month and a half of storage, and then charge the other man as if he had just put the goods in?

Answer. Yes, sir.

Question. Then how about labor?

Answer. We charge the labor if we do the labor, not otherwise. In brandies we charge the labor on transfer, because they have to be taken down to be gauged. We charge full labor if there is actual handling of the goods. We transfer goods frequently without charging any labor, because there is no labor. Goods are sometimes transferred two or three times a month in that way.

Question. Now, suppose you found it necessary to store goods so that they would take up considerable space; that is to say, if you were compelled to store tea so that there was but one tier of packages on the floor instead of going up to the ceiling?

Answer. In that case we must make a special bargain.

Question. You would not be governed by the regular rates in that case?

Answer. No, sir.

Question. Is it a part of the theory of storage that you have security for your payment on the goods—that the storage shall be paid when they are taken away?

Answer. Yes, sir.

Question. Now, suppose parties should come to you and desire storage for goods, and claim that by an act of Congress they could take the goods away when they chose, and pay the storage three, four, or five years hence; would you charge these rates?

Answer. I cannot say—never had occasion to try that thing. If I wasn't to get my pay under five years I shouldn't want to take them at any rate. At all events, I shouldn't want to take them at the same rates; but I have a good deal of dealing with the government, and they never kept me out of my money anything like that time.

Question. But you havn't had prize goods?

Answer. But I have had a good deal of unclaimed goods.

Mr. Upton. Has your business enabled you to ascertain, or do you know anything about the commission allowed to auctioneers in sales of merchandise?

Answer. I do not know anything about that.

Question. Judge Kirkland. What is the rate of storage on casks of liquor?

Answer. On a pipe of gin we charge 35 and 35; on a ¾ pipe, 30 and 30. On brandies we charge, pipes 35 and 35, half pipes 25 and 25, ¼ pipes 12½ and 12½, and ⅛ pipes 6¼ and 6¼. That's the regular rate all over the city. On each of these labor is the same as storage. Rum per puncheon is 30 and 30; whiskey is 40 and 40 per puncheon; wine, ¼ casks, 8 and 8; wine in boxes, 2 and 2, to 3 and 3; Champagne in baskets the same.

Question. Is this price for labor charged once for all?

Answer. It is for taking in and putting out, for receiving and delivering. Whether received for one year or two years, the labor is the same.

Examination of Francis H. Upton, counsel for captors.

Mr. Smidt. You are counsel for captors for the southern district of New York, are you not?

Answer. Yes, sir; I have acted in that capacity.

Question. When did you begin to act in that capacity?

Answer. I will state the character, origin, and time of my employment, and the circumstances connected with it, and with the subject-matter of this investigation; and after I have made that statement, you may put to me what interrogatories you please. My statement will be general. I was employed as counsel for the naval captors at the commencement of the prize proceedings, after the organization of the prize court at the beginning of the present war. It so happened that I was employed to conduct the only prize proceedings which were had in the district court of this district during the Mexican war in 1848, at the request of the then district attorney, Mr. Prescott Hall. I had the entire management of these proceedings. When the present war broke out I was desired by the judge of the district court of this district to prepare a work upon the subject of the practice in prize proceedings. That work was, directly after its publication, adopted by the Navy Department of the government to all the ships' libraries; and it is by reason of these facts, I have no doubt, that I came to be first employed as counsel by the naval captors. I received at the time of the first captures—which were first sent into the port of New York—letters from Commodore (now Admiral) Stringham, and after that from commanders of different vessels, from Commodore Goldsborough and others. Nearly every prize sent in has brought to me letters from the officers of the capturing vessel. That was the commencement of my employment, which was in May, 1861, now something more than two years since. This was the character of my employment as counsel for captors down to the passage of the act of July, 1862, under which act I was appointed by the Secretary of the Navy as counsel for captors by a letter, a copy of which has been introduced in evidence here. Prior to the act of the 25th of March, 1862, there was no legislative provision for the compensation of the counsel for captors, nor was there any statute recognition of such an officer, or of such an employment. By that act the judge of the prize court was authorized and required, amongot her things, to fix and determine the compensation to be awarded to the counsel for captors as well as to the district attorney and the prize commissioners. Under the act of July, 1862, which authorized the Secretary of the Navy to appoint a counsel for captors, he was authorized to fix and determine the amount of his compensation. It will be observed by reference to the act of July that the appointment of the Secretary of the Navy applies only to those cases in which the captors have not themselves employed counsel, and with

the exception of, I think, three, or it may be four, among the later captures; and these were cases which were directed to other ports, but came to New York as a port of necessity. My appointment as counsel for captors has been from the naval captors directly. Almost universally, in the cases in which I have acted, I have had letters of attorney from the naval captors themselves. I found, on seeing them subsequently, that they had not been informed that the Secretary of the Navy had appointed me as counsel; but, from whatever cause, I continued to receive letters appointing me after my appointment by the Secretary of the Navy.

I was not aware of the act, or of the design to pass the act, of July, 1862, or of any of its provisions, until it became a law. I knew nothing of it until it became a law. From the commencement of the proceedings in the prize court down to this day my professional employment has been in that business exclusively, and to the necessary exclusion of all other business. It has absorbed my entire time, and I believe entirely more hours of labor in each day than I could in a succeeding number of years be able physically to sustain. Not a day could I devote to recreation during the past summer nor the summer before, but was obliged to remain here all the season. Every cause, without exception, I have argued to the court. In those which have been contested, I have argued not only orally, but in writing; and in nineteen of these cases, in addition to the written argument, I have furnished the court with printed briefs. In several of these, opening and replying, printed briefs; and in those cases which were not contested, where, as has been explained by the district attorney, the court has adopted the rule of requiring the same proceedings to be had as if a contest were interposed, there being no such thing as a default, or a decree by default, in a prize cause. I have furnished the court with a written abstract of all the evidence and points and authorities upon which I relied to sustain a decree of condemnation. I am not aware of any motion in a contested cause between the claimants and the government in which I have not appeared. Some of these motions have involved as much labor as the hearing of the case itself, and it is proper for me to say what, perhaps, but for this investigation, I ought not, and would very much prefer not to say. I have drawn and submitted to the court for adoption—and these forms have been adopted by the court—the forms of proceeding from the commission of the prize commissioners, and including all the other forms used, the libels, the decrees, the supplementary interrogatories, and the decree of distribution.

Mr. Smidt. Did you not draw a form for the decree of restitution?

Answer. No, sir. There is no form for that. That is so rare there is no need of a form.

Judge Kirkland. You have drawn all these documents from the beginning down to the final decree, and these have been adopted by the court?

Answer. Yes, sir. I do not mean to say they were adopted without being amended at all; nor do I mean by any means to say that in doing this the district attorney took no part whatever, that he was not advised, or that he did not see the forms I drew. They were submitted to him, and it is very likely that he made amendments or alterations. I cannot say that he did or did not. Now, in stating what I have stated with regard to my services, I beg to be understood as not desiring in the slightest degree to derogate from the character of the services of the district attorney, or of his assistants. I do not think it necessarily results from the facts I state. Now, again, not only in the district court, but in the circuit court, I have argued the cases taken to the circuit court on appeal, and in ——— on the cases when appealed. In some of these cases Mr. Evarts was with me in the argument. In the Supreme Court of the United States I did not argue the causes for reasons which it is not worth while to state here; but it is not improper

that I should state that I furnished the brief from which the argument in the Supreme Court was made in behalf of the captors.

Judge Kirkland. Who argued the cases in the Supreme Court?

Answer. Charles B. Sedgwick, on behalf of the captors.

Question. Were these cases argued by anybody else?

Answer. Yes, sir; by Mr. Evarts, who represented the government. The questions involved in these causes were such that there was no diversity of interest whatever between the government and the captors. After the preparation, therefore, of my brief, at the request of Mr. Evarts, and upon his submitting to me his brief and receiving mine, we mutually suggested to each other additions or changes.

Mr. Smidt. Were there alterations to any great extent?

Answer. No, sir. Now I will say what I have to say upon the subject of compensation which has been awarded to me by the court, or through the Secretary of the Navy's terms, set forth in his letter of appointment. This compensation has thus far been invariably allowed by the court, pursuant to its power under the provisions of March 25, 1862, and upon no occasion have I said anything, or caused anything to be said by any other person, to the judge upon the subject of the allowance to be made to me; nor, at the time of my appointment by the Secretary of the Navy, did I indicate to him, directly or indirectly, or cause any influence whatever to be brought to bear upon his mind, for the purpose of having one or other rate fixed as a rate of compensation for the counsel for the captors. Whatever was done in that respect by him was done without the slightest suggestion on my part. I may state here, however, that no costs whatever were allowed—for that is the word used in the statute—which were not taxed. No compensation was allowed by the court under the act of March until as late as September 23. I had, however, some time before that prepared bills of costs at the suggestion of the court, and left them with the judge for adjustment and allowance.

Mr. Smidt. Is that substantially the same form as the one now used?

Answer. I think exactly the same form, except, perhaps, a little addition at the end to conform to the act of July. The amounts set forth in the bills originally rendered by me, and handed to the judge for his allowance, varied materially from those subsequently allowed, and I will state how and in what manner. In some cases the captors themselves had voluntarily fixed the compensation, which they were willing and desirous that I should receive as acting on their behalf; and I may instance the cases of Admiral Porter, of Commodore Rowan, and Admiral Stringham, the first cases which went up to the Supreme Court. They agreed and fixed in writing that the sum to be allowed me should be five per cent. upon the amount.

Mr. Smidt. Do you mean five per cent. of the amount coming to the captors?

Answer. It was five per cent. upon the proceeds, but I have always regarded that they could not have authority to award a per-centage upon any portion except that belonging to the captors, and therefore I have regarded it as equivalent to two and a half per cent. upon the whole proceeds. I had in these cases, thus regarding the sum agreed upon to be allowed me, made my bills accordingly, and where there was no sum fixed at all I had made my charges approximating to the cases in which the sum was fixed, except, perhaps, where the proceeds were so small that that per-centage would be no compensation whatever for the labor which I performed. But when these bills, together with the district attorney's bills, and the prize commissioners' bills, were submitted to the judge, they remained upon his table for weeks without his coming to any action upon them under the act of

March. He seemed to be at a loss to know how he should fix the rates of compensation. When the act of July was passed, and under it the appointment was conferred upon me by the Secretary of the Navy, with a compensation fixed by him, the judge at once stated that he felt relieved from the difficulty of exercising an absolute and individual discretion upon the subject, because he thought the compensation fixed by the Secretary of the Navy was a fair criterion for him to take to govern his own judgment. I therefore, at his suggestion, withdrew the bills I had previously furnished, and made out new ones, taking as a sort of criterion for the action of the court the commission fixed by the Secretary of the Navy.

Mr. Smidt. Did or did not the bills which you had presented to the judge for allowance exceed in amount the bills which you afterwards presented to him for allowance under the rate fixed by the Secretary of the Navy?

Answer. I think they did invariably exceed the new bills. My impression is there was no exception. I know that in several cases where I had special agreements for five per cent. that the amounts exceeded those under the new regulations, and in these cases I have unhesitatingly surrendered what I considered my claim under these agreements, and have conformed my bills as nearly as possible to the sum fixed by the Secretary of the Navy.

Question. Can you fix the precise number of the cases where you have had special retainers giving the name of the commander of the vessel?

Answer. I cannot now, but I could if I had my papers here.

Question. In these cases where you did have these special retainers, will you give us the form in which these retainers were given, and by whom signed?

Answer. I will do so. I have a printed form.

Question. And especially the signatures to each particular retainer?

Answer. I will do so if it is desired.

Question. I would like to have that. Do you recollect, in the case of the retainer by Commodore Stringham, by whom that was signed?

Answer. I think in the first place by him alone, but subsequently a number of other officers signed it.

Question. In the case of Commander Rowan, was that signed by him?

Answer. Yes, sir. I do not want you to suppose, however, that I had all the sailors in the navy. I want it to be understood that the sum fixed by the Secretary of the Navy was used by the court as a guide in making compensation to the counsel for captors, but not as controlling his action, and not conclusive upon him, because there might be cases in which it would be inapplicable. On the examination of Mr. Owen, I think, a copy of my letter of appointment was introduced, apparently for the purpose of directing attention to the terms of the compensation fixed by the appointment in relation to the amount upon which the per-centage was to be allowed, whether the gross amount or net. It will be seen by the letter that the term net amount is used, and the question at once arose, what was the net amount? The law required that the whole amount which was not restored to the claimants should be deposited in the treasury, and the costs should be paid from the treasury, as well as the sums to be distributed among the captors and paid to the navy pension fund. In admiralty the amount is paid into court to be distributed, and the judge, therefore, considered that the amount upon which the per-centage was chargeable was the amount paid into the treasury to be distributed.

Question. I understand you to say that in fixing your compensation as counsel for captors in prize cases you estimated your per-centage upon the whole amount realized on the sale or of the cargoes of the vessels captured?

Answer. I so stated, and I may say here that yesterday the marshal received nearly forty thousand dollars from the Navy Department, the amounts

of the appraised values of some ten or fifteen small vessels, captured vessels, taken for the use of the navy, to be paid into the treasury; and, under the opinion of the Solicitor of the Treasury, the marshal to-day will forward the gross amount received from the Navy Department to the Treasury Department, and the costs to all the various officers are to be paid out of the gross amount paid into the treasury. I speak of this only as an illustration. You will see that the letter of appointment speaks of net amount paid into the treasury for distribution.

Mr. Benedict. Is not payment into the treasury the same as payment into the registry of the court?

Answer. Yes, sir, precisely the same thing. That was the act of July, changing it from the act of March.

Mr. Jordan. The object, I suppose, was merely to give the department at Washington some control over the costs.

Mr. Benedict. I suppose it was to substitute the treasury so that the government could have the use of the money.

Mr. Jordan. No, I think not.

Mr. Upton. By legislative provision at the last session of Congress, by the act of March 3, the authority vested in the Secretary of the Navy, by the act of July previous, to appoint a counsel for naval captors, was repealed. It could not very well be supposed that I had any hand in the drawing or the passage of that act; but I desire to state not only that I had not, but that I believe no gentleman connected with prize adjudications in the city of New York, or in this district, had. And I desire further to state here that I am quite confident that what Mr. Draper has stated in that instance was true; that the Secretary of the Navy had no knowledge of it; that it was without his consent that such a law was passed, for he told me so himself; and that he would not, had it been submitted to him, have assented to its provisions, or expressed a desire that it should be passed into a law. And while upon this subject, I would state, further, that any person connected with prize adjudications must be convinced, upon the reading of the act of March 3 last, that the costs and expenses in prize proceedings must inevitably be greatly increased by the provisions of that act.

Mr. Smidt. Will you state in what respect?

Answer. In the first place, by that law a compensation is allowed to an auctioneer for the marshal to sell prize property, not exceeding, and of course, that means amounting to, one and a quarter per cent. By the previous decision of the district court in Massachusetts, which, it was understood by all of us, would be followed in this court, one-eighth of one per cent., where the proceeds were large, and not exceeding one-half of one per cent., in any case, we supposed would be allowed. Now, it is perfectly apparent that if one and a quarter per cent. be allowed to the auctioneer in this district upon the proceeds of prize property now here and now condemned, that sum will take from the proceeds from $50,000 to $75,000.

Mr. Smidt. Does it increase the expenses in any other respect?

Answer. It does. I understand you gentlemen on behalf of the committee do specially desire to look to the future. Now, the fifth section of that act of March 3, 1863, provides for the appointment of two prize commissioners in each district of the United States, and fixes the annual salaries of these commissioners at $3,000 for each commissioner in each federal district.

Mr. Glassey. Do you mean that under that act two prize commissioners could be appointed in the northern district of New York?

Answer. Yes. There is no reason in the world why, under that act, two should not be appointed there. Now, in practice, I have no doubt the appointments will be confined to the maritime districts, because it is hardly prob-

able that the district judge will subject himself to the odium of appointing prize commissioners in the western and northern districts of New York; but in the district of Maryland, in the eastern district of Pennsylvania, in the southern district of Florida, there has heretofore been but one commissioner in each district, and not one-third part enough business for one commissioner. Now, the judges have the privilege of appointing two commissioners in each district, and each of them may have $3,000 a year under this new act.

The act of March 3 also provides for the payment of counsel fees to be audited and allowed by the Attorney General and Solicitor of the Treasury for services in prize causes in the Supreme Court of the United States. The act provides that "all counsel fees in prize cases in the Supreme Court of the United States which have been or may be incurred, or authorized by any department of the government, shall be audited and allowed by the Attorney General and Solicitor of the Treasury;" so that under this act the Department of State, the Treasury Department, the Navy Department, and the Department of the Interior, may each employ their counsel in every prize case, and he may furnish his bill to the treasury, and it must be audited and allowed.

Mr. Jordan. I believe the Solicitor is left a discretion as to the amount to be allowed?

Answer. Yes, sir; but it "*shall*" be audited, and it "*shall*" be allowed. May I ask the Solicitor if any action has been had under that act; have any bills been presented under that provision?

Mr. Jordan. I think the bills of Mr. Ames, Mr. Sedgwick, and Mr. Evarts have been submitted to my action.

Mr. Upton. Now, prior to the passage of this act, it was the duty of the Attorney General to argue causes on behalf of the United States, appealed to the Supreme Court of the United States, and for which he received no compensation other than his salary as Attorney General.

Judge Kirkland. Do these extra fees which you speak of as authorized by this act come out of the funds of the sailors and captors?

Answer. Yes, sir. They are charges upon the fund, sir.

By the provisions of the act of July last, captured property, after being condemned by decree of the district court, might be sold at once, under a writ of *venditioni exponas*, issued on that decree, which we all contended for, and which was very generally conceded, notwithstanding an appeal from the decree. It was urged by myself personally, prior to the passage of that act of July, that no legislation connected with adjudications in prize was so important or so highly desirable as some provision which should secure the immediate sale of the prize property, certainly as soon as it was condemned, and in all cases before condemnation where it was perishing or perishable, or liable to be eaten up with expenses. Now, it was thought that that was accomplished by the provisions of the act of July, 1862; but now comes in the act of March, 1863, and by its first section utterly destroys the provision of the act of July; for it declares "that whenever any prize property shall be condemned in any district or circuit court, it shall be the duty of the court to order a sale thereof, and no appeal shall operate to prevent the making or execution of such order." "Shall be" is reiterated, omitting the words essential to apply to cases now pending on appeal, where the property is held in custody of the marshal, subjected to all the expenses of wharfage and storage, which in the end, in many cases, must absorb the entire proceeds.

And here I will state that yesterday the judge of the circuit court, in construing this law of March, said that its operation must be considered as prospective entirely, and he granted the motion of the proctor of the claim-

ants of prize property, which had been condemned in the district, advertised to be sold by the marshal, and a writ issued on the decree of condemnation to stay the sale during the pendency of the appeal.

Now, I have stated the objections to this law which have reference solely to the questions of the costs and expenses in reference to prize proceedings. If necessary, I will state other objections which have not that reference, but which, perhaps, are objections of a far more serious character.

Mr. Smidt. I would like to have you state everything involving the rights or the interests of the captors.

Mr. Upton. Confining myself, then, to that, I will state that the fourth section of the act by depriving the captors of the means of compensating counsel, except in those cases in which the interests of the government are in conflict with those of the captors, they are deprived of the privilege virtually of employing counsel in any but such cases. Now, in very many of the cases the captors have interests which ought to be protected in the adjudication of the court, apart from, and in no manner conflicting with, those of the government. I should think as many as forty, at least, if not more, of the cases which have been adjudicated in this district, are cases in which claims of joint capture have been made; and in these cases the questions which ar ise are between captors, as to their rights to share in the proceeds, and are necessarily questions in which the government has no pecuniary interests.

Mr. Benedict. Are they not questions of great delicacy?

Mr. Upton. I was about to say that by reference to the decisions of Lord Stowell, it will be found that many of them, and among them some of the most elaborate of those decisions, are upon questions of joint capture. They are among the nicest and most d elicate questions in the law—the question of the right to share in joint capture. They have arisen ordinarily between private captors—privateers—not public ships; but they are the same in principle when arising in the case of public ships as in privateers. This new law leaves the captors entirely without protection in a claim of joint capture. They must rely entirely upon the action of the district attorney, the interests of the government in the question not being one cent.

Mr. Smidt. Would they not be in the same position they were in prior to the act of March 3?

Answer. I think so, sir, as far as the act is concerned.

Now, when this law was introduced into the Senate upon its final passage, I happened to be present. My presence was accidental, for I was not aware that it was to be introduced, and I heard it urged by the chairman of the Committee on Naval Affairs, in the Senate, that the effect of this action was (and that was the desired effect) to save the costs and expenses of a counsel for captors, except where there was conflict of interest between government and captors; and he further stated that such conflicting interest never arose except upon the question of the force of the capturing vessel, because if of equal or inferior force, the captors are entitled to the entire proceeds. If such should be the construction of the law, and these are the only conflicting interests which can be regarded as authorizing the employment of a separate counsel for the service, then in all those cases which the government takes to its own use, a portion of the captured property must be regarded as among those cases in which there is no conflict of interest. Now, of course, it is for the interest of the government, pecuniarily, to appropriate a steamer desired for the service of the government at as small as possible a valuation; whereas it is the interest of the captors to make the government pay as large a sum as possible. Here, it strikes me, there is necessarily a conflict of interests.

Under a provision of this act of which I will speak directly, the Secretary

of the Navy, in a case in which I have been specially employed by the captors since the passage of this law, wrote to the district attorney, stating that the Navy Department desired a captured vessel—a steamer called the Granite State—and the naval department appraised the vessel at such a sum, and paid the marshal that sum. Having been in that case employed by the captors, and having notified the district attorney that I had been thus retained, he gave me notice of this application from the Secretary of the Navy, and I at once made a motion, and gave him notice, for the appointment of appraisers; that motion was heard before the court, and the district attorney contended that under the law it was for the department to fix what sum they thought fit upon the property captured and appropriated. The court, however, took a different view of the matter, for although the law makes no provision for appraisal, and although government is allowed to take such property, without taking means to ascertain its value, yet the judge decided that the value must be ascertained, as in ordinary cases, by an appraisement, and determined in that case that the district attorney might have the naming of one appraiser, I another, and the court a third. That course was pursued, and the result was that some $20,000 beyond the sum fixed upon by the Navy Department has been paid.

Mr. Jordan. Did the district attorney assent to this view?

Answer. The district attorney urged that the government had the right to fix the amount. "We have appraised the vessel at such an amount," he said, "and we will take her and pay the money." I resisted that motion, and successfully.

Mr. Smidt. Did I understand you to say that in this case of the Granite State, the Navy Department had fixed the valuation at which they proposed to take the vessel, and insisted on holding the vessel at that price?

Answer. No; I did not say that. On the contrary, they took the vessel, and paid the amount of the appraisal. I did say that they fixed the amount at which they would take the vessel, and asserted that they had a right to fix it.

Question. Then, this appraisement occurred after they got possession of the vessel?

Answer. Yes, sir. The law allowed them to take possession at any time, even before the vessel is sent in.

Again, I say that in every case, without exception, the captors have interests in conflict with the government, and for this reason: the salary of the district attorney is $6,000 a year; the salaries of the prize commissioners together are $6,000 a year; the marshal's is $6,000. Now, each one of these officers, upon the allowance being fixed by the court for actual services, has in addition, fairly and properly, no doubt, a commission allowed him by law upon the entire proceeds of one and a quarter per cent. The amount they thus receive, necessarily, very far exceeds $6,000 a year. What becomes of it? It does not go to the captors. It goes into the treasury of the United States. Now, I say it is for the interest of the captors to have this commission diminished, if not entirely ended; and here the interests of the captors and government necessarily conflict, because it is for the interest of the captors to decrease these costs, which otherwise go into the treasury, and which to the extent of the decrease go into their own pockets, and therefore I say, in every case, there is a direct conflict between the government and the captors.

Now, there is another objection, and by far, in my estimation, the most serious one, to this law. It has a provision which, if carried out, must inevitably embroil this nation with foreign countries, and there seems to be a disposition to carry it out. It is the provision of the second section which authorizes the Secretary of the Navy to take any captured vessel, before ad-

judication, and appropriate it to the use of the government. That is in clear violation of the law of nations. It is a legislative provision authorizing that to be done which this government was obliged to concede, in the case of the "Trent," could not be done before adjudication.

Now, the Secretary of the Navy in this very case of the "Peterhoff," about which so much discussion has arisen, both in Europe and this country, sent instructions to the district attorney to take that vessel at such a price, and fixing the price, for use in the Navy Department of the government; and in view of what has taken place in relation to that case, we may well imagine what would have been the result had that vessel been taken prior to adjudication.

I have thus spoken of these various objections, which I conceive to be radical, to this law of March last, because what I suppose to be the desire of the gentlemen conducting this investigation is, to have it as well understood as possible what are now the difficulties—difficulties interposed by legislation as well as others—in the way of a proper, adequate, and satisfactory adjudication upon captured property, that remedies may be applied hereafter wherever they may be required; and I have been, I confess, induced to make this explanation in reference to the defects in this law, because I was desired by the Secretary of the Navy, before the commencement of the last session of Congress, to prepare a draught of law upon the subject of prize adjudications. He placed it, as he informed me, in the hands of the very person who drew that law, and the law which was passed, with the exception of the first section, does not contain one single one of the provisions which I presented to the Navy Department as my draught of the law. This first section is almost in the language of a section which I drew, except in the last provision as to the distribution of prize proceeds from the Navy Department, and with the exception of the language contained in the first line of the section. In the law, as passed, the first line reads as follows: "That whenever any prize property shall be condemned," thus making the provision applicable prospectively; whereas I took especial pains so to phrase that provision that it would be impossible for any circiut judge to avoid it, for I wrote it "any prize property which shall be now, or may heretofore have been, condemned;" and so, to make it certain, I went on to say, that where the decree of the district court had become a "dead letter," so that no writ of sale could issue upon it by virtue of appeal,——

In these respects this law of March 3 varies from the one I prepared and submitted, and in every other respect it bears no resemblance in any pro vision whatever.

Mr. Benedict. I would ask whether your views were not distinctly known and expressed at Washington, and whether you did not, to a certain extent, relax your efforts because such a law coud not have a living chance for passage in either house?

Answer. Yes, sir; that was so. I knew nothing about this law until it was passed in the Senate at 12 o'clock on Saturday night, before the adjournment of Congress. It was then introduced into the Senate and passed to a second reading by the special request of Mr. Grimes, chairman of the Naval Committee. I saw the report of the proceedings of the Senate on that night in the Sunday papers of Washington, and on Monday morning I went to the Senate chamber for the purpose of ascertaining there what the law was that had been passed, and what position it was in. When I entered the Senate chamber Mr. Grimes had the floor. There were certainly not ten senators in their seats, and they were reading the morning papers. Mr. Grimes introduced this bill, and it was——

Mr. Glassey. Is not this investigation taking altogether too wide a range?

Mr. Jordan. I felt no special interest in extending or restricting the state-

ment of Mr. Upton, but Mr. Smidt expressed a desire that he would state his views of this new law in so far as it affected the interests of the captors.

Mr. Glassey. Yes; but it has got considerably beyond that.

Mr. Jordan. As I understand, Mr. Upton is showing that so far from having favored this law himself, he had been opposed to it, and expressed his opposition at the time it was pending. Now, thus far, in regard to this latter point, it seems to me that Mr. Upton's statement has been entirely pertinent, for the reason that some interrogatories have been put to him upon this point; and for the further reason that some statements, made at the opening of this investigation, apparently intimate that Mr. Upton had been in some degree responsible for the passage of that law. Mr. Draper seemed to be impressed with that idea, and wanted this law investigated. I knew, of my own personal knowledge, that Mr. Upton was as hostile to the law as Mr. Draper could be, but, of course, it wasn't my business to say so at that time.

Mr. Glassey. I don't want to have it taken as any reflection upon the gentleman. I hope he will proceed. But, perhaps he might omit some of the details of the proceedings in the Senate.

Mr. Upton. I will. I will state as briefly as possible what I think I may more satisfactorily state than any other person—the reasons why the costs and expenses incident to prize adjudications have been larger, in proportion, in the district of New York than in the district of Massachusetts.

In the first place, as I have before stated, in Massachusetts the auctioneer who makes sale of the property has received in no case more than one-half of one per cent., and in many cases but one-eighth; whereas here, thus far, prior to the passage of this act, under the consent of the district attorney, the auctioneer has received two and a half per cent.

Captain Marshall. How long did that continue?

Mr. Upton. It continued down to the eighth of November or December.

Captain Marshall. How long would the time be altogether?

Mr. Upton. From May, 1861, to November or December, 1862.

Mr. Smidt. As to the amount of sales occurring during that time, were they not comparatively few in proportion to the number of prizes brought into court?

Answer. Perhaps not comparatively few in number; but in amount of value it was undoubtedly very far below. This is one cause of the greatly increased expense of the adjudication in New York over Massachusetts. Under the act of March 25, the judge of the circuit court in this circuit decided that it was the duty of the prize commissioners to cause all prize property to be appraised before a sale, whether upon interlocutory order or final decree, and that in order to this appraisal they must cause it to be weighed and gauged, or measured, where it was of the proper character for that to be done; that it was their duty to have the property inventoried, keeping each article separate by itself, so as to correspond with the second bills of lading of the cargo, and that they, or one of them, must have the actual, personal supervision or superintendence of the sale of the property by the marshal. Now, in no other district has such a practice as that prevailed under any such decision. By virtue of this decision, captured property has been subjected in this district to the enormous expenses attending the inventorying, gauging, weighing, and appraising of the different characters of merchandise under the superintendence of the prize commissioners. You will find, in all the cases, the bills of these parties sometimes amounting to two or three thousand dollars. In the case of the Stettin the appraising was three thousand dollars; in the case of the Major Barbour it was about the same. It is, as I contend, without any adequate motive or reason that property decreed or ordered to be sold should be first appraised, and I concede it to be an entirely unnecessary expense, and an expense which is

avoided in every other district. In Boston no such appraisal has ever taken place. These expenses are attributable solely to the construction of the law of March 25 by the judge of the circuit court. He may be right, but I want it to be understood that this is one cause of the very large increase of the expenses in this district over those of the other districts of the country.

Mr. Jordan. Let me ask whether the chief labor of the appraisers does not consist in the examination of the goods?

Answer. I should suppose that it did, where they are experts in that particular character of merchandise; but where they do not happen to be experts they must go about with samples, to those who are experts, and ascertain the value.

Question. In order that there shall be an intelligent sale of the goods, isn't it necessary that there shall be also a careful preliminary examination of them?

Answer. I should not so understand it, unless you mean an examination by a person who is to become a purchaser.

Mr. Jordan. I suppose, in order to make an intelligent catalogue, it is necessary to make some examination?

Answer. That is a duty incumbent upon the marshal, not the prize commissioners; but under the decision in this circuit it is a duty which both the marshal and the prize commissioners are obliged to perform. In the case of the Hiawatha, Judge Nelson decides that the marshal shall make one inventory and the prize commissioners another—the prize commissioners when they appraise the property, and the marshal when he sells it.

Mr. Jordan. What I wish to arrive at is whether these expenses of appraisement of which you speak, and which you think unnecessary, are for services beyond what are necessary in order to obtain a full knowledge of the character and condition of the property?

Answer. Perhaps not. It may be that the persons who make the inventory or catalogue of the property, which is requisite in order to the intelligent sale of the property, might just as well, in the examination requisite to prepare the catalogue, make the appraisal. But what I mean to say is this, that a catalogue of the property, such as is proper for preparation and use preparatory to its sale, being made, it is of no advantage whatever to that sale that the property should be appraised, and therefore the bills of appraisers are, as I conceive, expenses upon this property which never should have been incurred, and in other districts have not been incurred.

Mr. Jordan. I can understand why such appraisal might be regarded as supererogatory; but, under the circumstances surrounding prize property, the question with me is whether there is not an indirect advantage arising from that act. Purchasers must have some knowledge of the thing they are going to buy. They must, therefore, have an opportunity to examine the property themselves, or they must have some representation of its character and condition from others upon which they can rely. Now, without that they can have no detailed description of the goods upon which any intelligent purchaser would venture his money. The question is, whether the fact that the appraisers appointed to estimate the value of the property have examined it, and have reported that it is worth so much, is not a sort of representation as to the character and condition of the property upon which the purchaser would rely, and would therefore aid in making a sale of the property.

Mr. Benedict. Isn't there sometimes also a contingency had in view of possible ultimate restoration of the value of the property?

Mr. Jordan. And then, again, isn't the appraisement some guide to the auctioneer in making the sale?

Mr. Upton. In what way?

Mr. Jordan. In this way: it is some indication to him of the value of the goods he is selling, so that if he obtained no bid, at a given sale, approaching the appraised value, he would feel warranted, and would probably be under obligation, to withdraw the goods from sale.

Mr. Upton. The latter point has its force; but as to the purchasers being guided by appraisals, to some extent, I do not think it is the case. I have not attended any one of these sales, but my impression is that the appraisal is never communicated to the purchaser. That is my impression, for it is never upon the catalogue.

Mr. Jordan. I think very probably that is so, and I can see reasons for it.

Mr. Upton. I know in some cases the reasons suggested by the Solicitor that the auctioneer should know the value has its force in prize sales of miscellaneous cargoes, or in sales of property of a kind not generally understood; but these are rare cases, and appraisers might be appointed, upon special order, for such cases; but the great majority are cases like the Alliance, consisting entirely of cotton, or rosin, or tobacco. In that case, what earthly use can there be of incurring the expense of an appraisal of an article where everybody knows its value?

Mr. Jordan. Of course it seems to me that an allowance of a large sum for appraising a cargo of turpentine is an abuse; but the other point to which I alluded, whether, in order to make a statement, even in general terms, of the character and condition of a cargo, the major part of the labor of an appraisal doesn't have to be performed in some department, or by some officer or other?

Answer. I think so, sir. I think the person who examines the cargo for the purpose of making up the catalogue performs by far the greater portion of the labor.

Question. Is that the service for which he is compensated under the head of "appraisal?"

Answer. No, sir, that is additional. The sole object is to make the examination as precedent to a sale of the property. It is not desirable to ascertain whether it is contraband, but what is its condition as to quality and quantity. There never has been a sale without an appraisal, not even of the most paltry vessel, since the beginning.

Mr. Jordan. Have you any means of stating the per-centage of the gross expenses of disposing of this property?

Answer. No, sir, I have not. It would be very difficult to make a computation of the per-centage arising out of these expenses. It can only be stated in general terms as a very large expense incurred in this district and not elsewhere. Again, very early in the adjudications in this district, application was made for the sale of property as "perishable" prior to its condemnation. The ground was taken by me that it was the duty of the court to consider the property as perishable in all cases where a protracted litigation was in prospect, and where the property in its value was disproportioned to the probable expense with which the adjudication would be attended.

Question. Do you speak of proceedings or of the care of the property?

Answer. No, sir; I speak of the sale of the property on interlocutory order. The judge of the district court declined to take that view of his duty in making interlocutory orders for sales, and only ordered such sales to be made where it was clearly shown by the prize commissioners, or by other evidence, that the property was actually perishing, or in its nature perishable. Hence it is that cargoes of such a character as coffee, which is said to improve by age when properly stored, rather than deteriorate, have been held subject to all the expenses of litigation for many months. I only state that by way of illustration. There are many cases of other merchandise, not

considered in law as perishable in its nature, which have been thus held from sale.

Mr. Jordan. How would a sale in such a case as that have proved beneficial?

Answer. If the property had been sold, all the expenses subsequently accruing—of storage, insurance, wharfage, &c.—would have been saved.

Mr. Jordan. Undoubtedly that is so. Then your proposition was, that where the expense of keeping bore an undue proportion to the value of the thing kept, it ought to be sold, because these expenses would eat up the value—as they say of live-stock, "they eat off their heads?"

Answer. Yes, sir; interrogatories were directed to this point, whether the costs and expenses did not far exceed the value of the property. It is true they do, and for the very reason I have now stated. In the case of the Louisa Agnes, the cargo of which consisted of fish, that vessel had not been in this port twenty-four hours, I think, before I made a motion for an order of sale. The claimant's counsel, Mr. Edwards, (and I will state here that the delays in adjudications in prize cases, which delays are a great source of expense, have been and are more attributable to the claimant's counsel than to all other causes combined,) in this case of the Agnes, appeared with an array of affidavits from parties who swore that the fish was not perishing, and that it would keep as long as we might ask. The motion for a sale was denied, and it was not renewed till the Board of Health of Brooklyn notified the prize commissioners that if that fish was not removed, they would have it removed as a nuisance. Then Mr. Edwards didn't dare to oppose a motion for the sale. It was sold, and I think it did not realize the expenses of the sale. I think Mr. Owen is out of pocket; he paid more than he received. The cargo sold for $105, although it was invoiced at $5,000.

Judge Kirkland. What benefit can it be to the claimants to oppose a sale of the property in cases like this?

Mr. Upton. It has often been stated to me by captains of captured vessels, and I have no doubt that it is the general, if not the universal, feeling among them, that they have instructed their counsel to interpose opposition to condemnation of the property for the sole purpose of delay, in order that the expenses might come to be so large that neither the government nor the captors would ever get anything out of it. In the event of restitution, also, it is of no consequence whatever to them what becomes of the property. Even Edwards himself has stated that, and for that reason they oppose every motion for sale. It is simply to injure the captors and the government; that is the feeling of these English claimants. They do it with perfect safety. They say, "You take the property away from us, and you must restore it to us some time. We do not care what becomes of it." Now, this is undoubtedly a very great cause of the enhanced expense attending these proceedings in this district; because in no other district—certainly not in Boston—does such a practice prevail. In Boston sales have been made in all cases where they have been applied for prior to condemnation, upon the ground of the disproportion of the value of property to the expenses of its custody. In Boston, the district attorney there informed me last winter that he recollected no case where the property had remained in custody of the marshal more than thirty days, under any circumstances. On the contrary, we know what has taken place here, and why it has taken place.

Now, I come to another and, as it seems to me, much more important reason for the increased expenses here over those of the other districts. By the decisions of all prize courts with which I have been acquainted prior to this war, after a condemnation of the captured property the captors have a right to its sale whether there is an appeal or not an appeal. If there be

an appeal, it simply stops the distribution of the proceeds—it suspends that until the appeal shall be determined. But, in spite of everything I have been able to do, the judge of the circuit court in this circuit has denied that power to the captors and the government, and has invariably decided that, notwithstanding the decree of condemnation, the appeal suspended its execution absolutely. This has been the case in no other circuit. It has been decided in Massachusetts, in the first circuit, in accordance with the law of England, that prize property should be sold in all cases under the circumstances I have mentioned. Now, there is property here which has remained in the custody of the marshal since May, 1861, subject to all the expenses of its custody; which expenses, I have no doubt, in many cases must exceed the present value of the property. There is one case, that of the schooner Mercy, a small vessel from Nassau, with a little cargo of salt and some other little articles. That case was sharply contested in the district court, and is now on appeal to the circuit court; and, although it was argued in that court nearly a year ago, it has not yet been decided. Motions have been made there on affidavits as to the character of the property, and as to the expense of custody, and upon the law, for an order of sale, and the motion has been denied.

Mr. Glassey. I wish you would mention all the cases of that kind which you can remember.

Mr. Upton. The Levi Rowe is another case. I am sure that vessel and her cargo—she is of the same character as the Mercy—the vessel and cargo are of such insignificant value that the expenses must exceed the proceeds. The vessels are under argument yet. The case of the brig Delta, laden with salt, is another case of this kind. It was argued last June in the circuit court, and it is not yet decided. She was taken going into Galveston.

Mr. Smidt. Can you tell us about the value of the prizes brought into this port?

Answer. No, sir, I cannot. I am not so well able to judge of that as Mr. Elliott, who has already testified on that point. He gave it as his judgment, I believe, that it amounts to three and a half millions. I should think that was not far out of the way, but such is the character of the markets in these times, that the values undergo enormous fluctuation. There is one cargo, that of the Memphis, consisting entirely of cotton, which was condemned, I think, a year ago, in the district court, and the sale of it has been obstinately resisted by Mr. Edwards ever since. If it had been sold at one time, when one of the applications was made, at the price then prevailing, the cargo would have realized over six hundred thousand dollars. The price of cotton of the character composing that cargo was very nearly a dollar a pound. There were three hundred bales of sea-island cotton. At present prices, if sold now, it would not bring half that. So it is with many other cargoes. I ought to state here that two ships and cargoes arrived here about the same time, the Alliance and the Gondor, laden with cargoes exactly alike, (spirits of turpentine principally,) and about the same quantities of each. An application was made for the sale of the turpentine as perishable, and it was claimed to be perishable, because of the character of the barrels in which it was kept. Notwithstanding the opposition of Mr. Edwards, the cargo of the Alliance was sold, and it produced fifty-four thousand dollars Shortly after the sale of that cargo I received a letter from Commodore Lockwood, who informed me that he had reason to believe our naval forces had got possession of nearly all the spirits of turpentine in the rebel country, and that if these cargoes had not been sold, I ought, in the interest of the captors, to oppose the sale, because the market value would go up before long. I made inquiry, and found out facts which made me think it my duty to oppose the sale of the cargo of the other ves-

sel. I did oppose it upon affidavits. One of the captors, a master of one of the capturing vessels, happening to be here at the time, took so much interest in the case that he offered to stipulate to that order at his own expense. The order for that sale was defeated; it was not sold till some time after, and the quantity sold from that cargo brought one hundred and fifteen thousand dollars.

Mr. Smidt. Can you state about the total amount of costs claimed and charged against this property in this port?

Answer. No, I cannot state that. It is proper that I should state another thing: Mr. Faxon, clerk in the Navy Department, placed in my hands,

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to make a suggestion to me as to the facts which he thought desirable to present to the court, and this portion of his letter was added at my request. But for some reason or other, perhaps not sufficiently clear, but at all events, another and a very material portion of the explanation was omitted. He says the tables, (read from the circular letter.) This, now, is mine: (continued the reading of the letter.) I took, by way of illustration, four only of the cases pending in this district not included in this table, and put upon these cases the average costs upon the gross amount of the proceeds, and I found it to be a little over four per cent. The four cases yielded as proceeds over $1,200,000. Now, if you take the entire proceeds of the captured property, and upon that make your estimate of the per-centage of the costs and expenses in this district, I have no doubt whatever it will be lower than anywhere else, even in Boston. That results because of the greater value of the property sent here, and the consequent lesser amount of the average per-centage of the costs and expenses.

Mr. Smidt. Can you give the amount of your costs as counsel for captors, chargeable against this property?

Answer. I should think it might exceed twenty thousand dollars, all that I have received, and all that I have charged but have not received, since the beginning.

Mr. Smidt. Can you tell the amount of the costs of the marshal?

Answer. I cannot tell that.

Question. I take it for granted that the custody fee of the marshal is a disbursement?

Answer. Mr. Thompson said it was a fee.

Question. Can you estimate the amount which will be charged on this property on the part of the prize commissioners?

Answer. No, I cannot.

Question. Can you not approximate the amount?

Answer. I desire to state, as I have previously stated somewhere in this examination, that, in my judgment, the compensation of the prize commissioners is limited, and whatever amount may be allowed to them must be accounted for.

Question. But it is charged against the captors?

Answer. Yes, sir; no doubt. In the draught of the law which I prepared I made provision rectifying that difficulty.

Question. Do you think it would amount to twenty thousand dollars?

Answer. Yes, sir; more.

Question. Well, thirty thousand?

Answer. Yes, forty thousand; that is, putting the charges to be made as heretofore, at the same rate which they have been charged, they would amount to that. I have before stated the extent of the duties imposed upon them by the decision of Judge Nelson. If they perform those duties in all cases, you will see that the labor is enormous.

Question. Now, as to the district attorney, what is the amount of his costs? The same as yours?

Answer. Yes, just about.

Question. Do you think the marshal's costs and expenses would be greater than the amount you have named as the probable charge of the prize commissioners? I mean including the marshal's disbursements.

Answer. Oh, yes, twice that of the prize commissioners. I have no doubt the marshal's bills upon this prize property, including everything, commissions, storage, wharfage, &c., would exceed by far five times the amount of the prize commissioners' costs and expenses. I should certainly think so.

Mr. Smidt. That would make the marshal's about two hundred thousand dollars. The clerk's fees are smaller, are they not?

Answer. There are one hundred and fifty-six prize cases. Multiply that number by fifty dollars, (I should think the clerk's costs would average that,) or say seventy-five dollars to be sure. That would be eleven thousand seven hundred dollars.

Question. You think that would be the clerk's charge?

Answer. About that, I should think.

Mr. Glassey. The clerk's fees in the circuit court would run up pretty high, wouldn't they?

Answer. I think they would. I desire to state now that in many of the years of my professional life, I have received more compensation for one-third part of the labor performed here than I have received in this prize business.

Question. In the cases in which you appeared as counsel for captors, did you invariably intervene in writing?

Answer. Always; also prior to the reference, for the purpose of taking testimony, and for the purpose of getting a decree of distribution.

Mr. Smidt. It was generally after condemnation that you appeared?

Answer. I think it was almost immediately on the arrival of a case in court that I intervened.

Question. How came Mr. Sedgwick to be employed to argue these cases at Washington?

Answer. I only know from what he wrote me, that's all.

Question. Have you any objections to state that?

Answer. Well, as Mr. Sedgwick has made a claim for a counsel fee in these cases, in which I was employed, perhaps it is proper to state that, if insisted upon, but I had rather not.

Mr. Sedgwick, who was chairman of the Committee on Naval Affairs in the House, and for that reason necessarily thrown into intimate connexion with the Navy Department, desired the Secretary of the Navy to allow, or rather desired him to request, the Attorney General to have him (Mr. Sedgwick) associated with the Attorney General as counsel for captors in the argument of the cases before the Supreme Court. Mr. Sedgwick wrote to me stating what he had done, and hoping it would not be displeasing to me. I replied that I did not care anything about it, but I was somewhat surprised afterwards to receive a request from him for me to prepare his brief, and send it to him, which I did. The Secretary of the Navy also wrote me that he had, at Mr. Sedgwick's special request, desired the Attorney General to associate him as counsel in the prize cases before the Supreme Court; but he said, nevertheless, that he wished me to come on to Washington. I had no intention of going on, but for that expressed wish that I should come. Of course, I should have gone on, but for the employment of Mr. Sedgwick. It was not only my duty to do so, but without claiming any additional compensation for the service.

Question. How did Mr. Sedgwick succeed?

Answer. He made a very fine argument.

Question. Was it a written argument?

Answer. No, sir; it was argued outside of the brief repeatedly. I did not think it was "quite the thing—" quite professional—quite in accordance with what are usually regarded as the courtesies of professional life, for a lawyer who was indebted to me for assistance, as Mr. Sedgwick was, to requite that assistance by preparing such a bill as that, without giving me the slightest notice whatever, and repealing the old law.

Now, I have something to say upon the subject of these reclamations which have been made, as has been testified to by other witnesses. I opposed the principle upon which these reclamations were granted at the outset. I drew the terms of the sales myself, that there would be no reclamations. My idea was, that in the disposition of prize property, nothing should be guaranteed by government In that I was overruled by the prize commissioners. They thought I took a wrong view of it. They thought that purchasers under certain circumstances would be entitled to a reclamation.

Now, as to the first case of reclamation on the purchase of cotton, made on behalf of Nevins & Co., I opposed that from the beginning to the end. It was the leading case, and I felt that if a reclamation was allowed, it would open the door to abuses and claims without foundation, and therefore I thought it my duty to oppose it. It was, however, decided against me. Afterwards, applications for reclamation were repeatedly made, and although they did not think it necessary to send me notice—did not seem to think that I was entitled to notice—nevertheless, whenever I had an opportunity to appear, I invariably opposed the granting of allowance. In the two cases of rice, without signing a contract, I did consent, because I found that it was not rice which the man had bought, but it was dirt. It was not damaged—not a falling off in quantity—it was a thing that was worthless, and I saw that if a motion was made, it would be only subjecting the property to expense to oppose it. Therefore I recommended that in these cases the allowance should be made; but if the principle had not been previously decided against me, I would not have done even that. I think there was another case, but I cannot remember of signing any recommendation in it for allowance. I may have done so. Whether the allowance was made by the court or not, I can't say. It was put upon the ground that the purchaser at the sale had been defrauded by the auctioneer; that the auctioneer himself had confessed it, and it could be proved by a number of witnesses that he had run up the property from the last actual bid. I say I have no recollection at all about that case, but I remember that being stated to me, and that I said if that fact could be proved, the sale ought to be set aside.

Mr. Smidt. Did you see the auctioneer on that subject?

Answer. No, sir, I did not. I only heard that statement, but did not know whether it was done or not.

Question. You state that you had no information—no notice from any source in regard to reclamations. From whom should such notice come?

Answer. I think the purchaser should notify me, as well as the district attorney, of an application for reclamation.

Question. Should not the prize commissioners have given you notice?

Answer. Yes; that I think ought to have been done. The commissioners acted as referees, and ought to have notified all parties who had any interest to appear before them. I never had notice after reference to the commissioners.

Question. In these proceedings before the commissioners for reclamations,

are not the proceedings provided for in the act of March, 1862, prohibiting the commissioners to have counsel before taking testimony?

Answer. No; not at all.

Question. Did you ever apply to the commissioners for notice?

Answer. I think I have often said that I would like to have notice when testimony is taken upon such an application, but I never made any formal demand that I required to be notified. I think I have often said, "I wish you would let me know, for I would like to be present."

Question. Was there ever any objection made to your appearing?

Answer. No, sir. I think of nothing further on the subject of reclamations, except to state that I have never been solicited by anybody to render any service which could result in any damage or prejudice against the wishes of the captors. I have never been even solicited to do such a thing. I think I have but one more subject remaining upon which I desire to make a voluntary statement preliminary to general interrogatories, and that is the subject of these auctioneers' commissions, and the incidents to that subject. I simply wish to say, in reference to that commission, that I have always been satisfied that it is for the interest of the government and captors to have a regular auctioneer to make sale of the prize property; but I have been equally satisfied that the commission which in ordinary cases in admiralty has been allowed to an auctioneer, furnishes no precedent whatever for a fair and reasonable compensation to an auctioneer of prize property; and that the compensation allowed under the decision of the district court of Massachusetts comes very much nearer to what should be considered a fair and reasonable compensation than any other sum that has been named. This business was proceeded in to a very considerable extent before any question arose as to the auctioneer's commission of two and a half per cent.; and when it arose, I thought, and still think, and I so stated to the Secretary of the Navy, that inasmuch as the auctioneer had been employed with a distinct and positive understanding that he should receive the commission which had been heretofore allowed to an auctioneer of the marshal in admiralty cases, it would not be good faith to object to that allowance in the cases in which the service had actually been rendered, but that it ought to end there. I therefore filed in the office of the clerk of the district court my consent, so far as my consent could be given, to that allowance to the auctioneer in the marshal's bills of disbursements in the cases which had then passed into sales by the auctioneer; but at the same time I filed another paper declaring my dissent to its further allowance, and the grounds upon which I placed my dissent. Very shortly after I thus announced my determination to dissent from a further commission of two and a half per cent. to the auctioneer, I received from the Secretary of the Navy a very brief letter, informing me that a charge had been laid against me, and filed in the Navy Department, that a reclamation of a very large amount had been claimed in a prize case, in which I had notice, but to which I had made no opposition whatever; and that the circumstances of that case were such as to require my immediate, prompt, and satisfactory explanation.

Mr. Glassey. Was that the case of the Ann?

Answer. Yes, sir. Upon a very slight inquiry, I learned at once it that had been made, and the report of the commissioner, upon which the order was based, had been made, during my absence at Washington, where I was called by the Secretary of the Navy.

Mr. Glassey. Did not you find that your name was not mentioned in that statement in the case of the Ann?

Answer. I did not find my name in these papers, but I learned from the Secretary of the Navy that there was a direct charge against me in the case, because he said so. I do not know what the fact is, because I never

saw these papers till they were brought here. I only know that the Secretary of the Navy wrote me that that charge had been filed against me.

Mr. Glassey. I presented these papers in Washington myself, and I am very certain your name was not mentioned in connexion with these cases.

Mr. Upton. Well, that is very singular. At all events, I received that letter requiring prompt explanation, but I learned in the course of the ensuing day that this charge, complaint, statement, or whatever it was, was made at the instance of Mr. Draper. There is no doubt about that at all, and I felt indignant. I then wrote a letter to the Solicitor, which I desire to make a part of this investigation.

Mr. Glassey. But you see you were proceeding on a false assumption?

Answer. How can that be regarded as an assumption on my part, when I received a letter from the Secretary of the Navy, asserting it in terms? I said that I learned afterwards that it was made by Mr. Draper. I know that something was laid before the Secretary of the Navy, which led him to call me to an account, and whatever that charge or complaint was, was made by Mr. Draper.

FRIDAY, *May* 22, 1863.

Examination of Mr. Upton continued.

Mr. Upton. My attention has this morning been called to a paragraph in the papers of to-day, in which the sluggish character of the proceedings of the officials in prize cases in this district is spoken of in terms of reproach in comparison with the extraordinary celerity which has lately been manifested in the district of Massachusetts, and especially in a recent case, where it is said that within about sixty days after the filing of the libel, the proceeds of the captured property would probably be ready for distribution. In this connexion, it is proper for me to state a case which occurred not long since in this district, which is worthy of being recorded, I think, as the most remarkable case of celerity in judicial proceedings upon the records of any courts anywhere. A captured vessel, with her cargo, was brought into this port, and on the same day a libel was filed. The testimony was taken, a decree of condemnation was rendered, the property disposed of, the money paid into the registry of the court, the testimony taken to determine what ships were entitled to share in the proceeds, the commissioners reported upon that testimony, a decree of distribution was rendered in detail, setting forth the amount to which each individual was entitled, from the flag officer down to the smallest boy in the cabin, and the money paid over—all within forty-eight hours. And the district attorney did not conceive it either decent or proper to circulate newspaper laudations of this proceeding, and least of all, to institute an odious comparison between the proceedings of this district and those of Massachusetts. The case to which I refer was that of the Mary Alice.

While upon this subject of delay, I desire to state that at the earliest practicable moment, in the course of these prize adjudications, I contended, and for so doing brought no little odium upon myself in the eye of the representative of British interests, and the principal representative of rebel interests in the prize court, that a distinction should be drawn between practice in prize cases and any other known to our law; that in a prize court the ordinary courtesies of the profession, in granting delays for this, that, and the other reason, to suit the caprices or the reasonable desires of counsel, were wholly misapplied. I contended that it was the duty of the court to make the monition returnable within the shortest possible time, without regard to the precedents in admiralty, and that claimants should be notified that they must be ready for hearing on return of the monition without de-

lay; that then they must put in their answer, and that no time should be granted. Mr. Daniel Lord, jr., representing principally the rebel claimants, and Mr. Edwards, representing the British claimants, for this cause, objected to my appearance at all in the prize court, because of my determination rigorously to persist in what I conceived to be the duty of counsel representing the interests of the government or of the captors, and for this cause these gentlemen have seen fit since to avail themselves of every opportunity to stigmatize my action, and for aught that I know, they may be interested in this proceeding. I believe that they—and I would be glad to know that they alone—would rejoice if the result of this proceeding should throw any discredit upon my course. It was with the utmost difficulty that I prevailed, and I cannot even now say that I have fully prevailed, in inducing a judicial conformity with the practice that I insisted should be adopted. But the court, after much hesitation, did shorten the time for the return of the monition, and did notify parties that they must be ready at all times; that they must not expect to have time granted them to put in claims and answers; and that they must be ready on return day. But even now, such is the inveterate practice in our courts—and I may say a practice to which I have heretofore always cheerfully accorded, of granting time and other favors to my professional brethren—that even now the district attorney in this class of cases does not hesitate to accord to the counsel for British claimants one or two, and sometimes even three, weeks to put in an answer after the return of the monition. Upon another subject: the delivery of captured property to claimants on bail. Upon that subject I was met at the outset with the fiercest hostility by Mr. Lord and Mr. Edwards. And here, in parenthesis, I desire to say that so far as the counsel for claimants who are known to be loyal in sentiment are concerned, (and I may be pardoned for instancing my friend Mr. Benedict, who has represented more of the persons than, perhaps, any other gentleman except Mr. Edwards,) I have been met by no such opposition. They have invariably appreciated the necessities under which the counsel in prize cases acted; have never opposed the sale of prize property; have never insisted that it should be delivered to claimants on bail; have never, for delay simply, asked for time. So, for so many years had it been the practice in admiralty, upon the attachment of a vessel for any cause, to obtain an order, as a matter of course, for the delivery of the attached property to the claimants on executing a bail bond in court for the amount of the appraised value, that it seemed to be absolutely impossible either for counsel or court to escape from what they deemed to be a necessity for pursuing this same practice in prize. But it seems to me to be quite obvious to any one who will for a moment consider the purpose and the policy of maritime capture that such a practice must operate to its utter defeat, because it amounts to this: The object of a maritime capture is to weaken the enemy so as to compel him to submit to terms of pacification. You take his vessel, or any other property which is used in his aid; you employ the naval power of the government, at great expense, and at great hazard, to capture this property and bring it into your ports for adjudication; and then the owner comes and says, "Surrender this property to me on credit." If that is done, of course the entire purpose of the capture is defeated. I urged this as persistently as I could, and at length, after several cases in which an order for deliverty to claimants was made, in spite of my opposition, I at length succeeded in establishing the principle in the district court. Before that, however, the cargo of the Sallie Magee, of the Crenshaw, of the Lynchburg, of the Mary Clinton, and, I think, one or two others, were all delivered to the claimants on bail, and I very greatly fear that the result of that will be that neither the captors nor the government will ever realize one dollar of the

amount represented by these stipulations given for the delivery of that property.

Mr. Smidt. Was the bail you speak of, or the bond, fixed by the appraiser of the property?

Answer. Invariably. But, admitting that there is nothing radically wrong in the principle of delivering captured property to claimants on bail, it is nevertheless surrounded with insuperable difficulties in practice; because, in the first place, it is next to impossible to obtain a fair appraisal for the purpose of determining its value to fix the amount of the stipulation; and, in the second place, such bonds are never given with any expectation that they will ever be paid. It is impossible to determine, first, that the stipulators are sufficient at the time they give the bond; and, of course, if they are sufficient for one, two, or three months, it is still more impossible that they will be sufficient months or years hence.

Mr. Glassey. That practice is broken up, I understand?

Answer. In the district court it is, but not in the circuit court. Now, the only question that was or ever could be made was as to the possible right of the claimants to a delivery of the property on bail, as before mentioned. In Judge Story's notes in the third volume of Wheaton, he declares that such a practice is a great irregularity and a manifest impolicy in the law of capture; but after condemnation, such a thing never has been heard of in any but the circuit court of this district.

Mr. Smidt. Do I understand you that in the circuit court this doctrine is held, that after a decree of condemnation, prize property may be given up to claimants on giving bail for its value upon appraisement?

Answer. Yes, sir.

Mr. Glassey. In how many cases has that been done?

Answer. It has been done in the case of the Crenshaw, of the Sarah Starr, of the Egbert—well, as many as five or six cases.

Mr. Benedict. And in each of those cases you opposed the delivery on bond?

Answer. Oh, yes; I opposed it to such an extent that the judge was somewhat annoyed about it. I not only opposed it in my argument from day to day, but I handed him briefs of the law, gathered the precedents together, and cast them at him time and again. I did it every time a case came up. In this connexion I ought to say that in the law which I drew and sent to the Secretary of the Navy at his request, this matter was provided for fully by an absolute legislative prohibition of delivery, either before or after condemnation, on any bail whatever; but that was left out of this law, which has been passed. Judge Nelson decided that the provision of the law of March, 1862, as to the sale of property perishing or perishable, (for it has gone upon that ground, where applications have been made for delivery to claimants,) was only one mode of providing for the disposition of the property, and did not exclude the power of the court pre-existing to allow its delivery to claimants on stipulation as to its value; and the conclusion I drew was to exclude every other mode, and where property was perishable, to require its sale, and the deposit of the proceeds in court. In this recent case, where the decision of Judge Nelson was published in the papers of yesterday, on the condemnation of the cargo of the Sunbeam, it was advertised to be sold by the marshal under the decree of condemnation. An appeal was taken from the decree, and upon motion, Judge Nelson has ordered that the sale be suspended during the appeal; and, although it is not in his decision, yet he stated—and I suppose that his suggestion will be likely to be followed by the counsel—that, had the counsel for the claimants met that motion with a counter-motion for the delivery of the property upon bail, he probably should have granted it. You desired me yesterday to bring

here the form I have used for my letter of attorney, and I have done so. *This* is the form used before this last law of March, and *that* is the form used since.

Mr. Smidt. Did you also look to see the names of what officers were signed to those letters?

Answer. They were signed by Silas Stringham, on behalf of the officers and men in the vessel.

Question. Did you also see how many instances there were of that kind?

Answer. I did not; but I will do so. Now, having concluded this general preliminary statement, I will briefly refer to the subjects contained in the document addressed to the Solicitor of the Treasury, and signed by Mr. Grinnell. The first case mentioned there is that of the reduction made in favor of the purchasers of tea and coffee at the sale of the cargo of the prize steamer Ann. I have already stated, in connexion with my account of a complaint or charge made against me and filed in the Navy Department, that I received no notice of the action of the referee to whom this subject was referred, nor of any report, nor of any order in the case; but that I was in Washington at the time, being called there by the Secretary of the Navy, and therefore could not have been so notified as to be able to oppose. I do remember well, however, of being apprised of the complaint of these gentlemen who made this purchase, that they had been very unfortunate, and that they designed to make a claim for reduction. I well remember their stating that fact to me, and desiring me to consent that they should be allowed a reduction, and of my positively declining to give any such consent, but stating what their course must be to obtain any action at all in their behalf, to wit, a petition to the court, and affidavits showing sufficient facts to justify an order for their relief. I remember, also, introducing to the judge the gentleman whom they employed to do this, at the same time stating to the judge that I opposed the whole thing—opposed the principle of the allowance. As to any facts going to show fraud in the case, I know nothing.

Mr. Glassey. Did you see the petition on which that application was based?

Answer. I think so.

Question. Did you understand that it would go on without any further notice to you?

Answer. No, sir; not at all. I told the judge that, of course, I should be notified. I confess that I was greatly surprised that that was not done. I should have attended if I had had notice, and I should have insisted on Ward & Gore being personally examined.

Question. Would you have considered it for the interests of the government and captors to consult other parties?

Answer. I think so; yes, sir. My course would probably have been this: I should have stated to the marshal what was being done, and should have desired him to obtain the proper witnesses as to the actual market price of the coffee, and the character and condition of the coffee; to produce before the referee, at the proper time, in order to rebut, if possible, anything these gentlemen had produced.

Mr. Glassey. Suppose that Ward & Gore had sworn before Mr. Owen that that tea would not sell in market on the day they testified for more than 35 cents a pound, and they had made a binding contract with a responsible house to sell that same tea for 44 cents a pound, four days before, and afterwards carried out that contract, would you consider that operation on the part of Ward & Gore honest?

Answer. Oh, clearly not; predicated on that state of facts, any one would say it is not honest. I understand these gentlemen to contend that there was no sale at that time.

Mr. Smidt. I understand so too, but it does not really appear.

Mr. Glassey. On whom do you consider the responsibility of further proceedings in that case of the Ann rests?

Answer. I do not think there can be any question, nor do I understand that any is made, that it is for the counsel of Ward & Gore to renew proceedings before the referee for the purpose of showing that they are entitled to a reclamation.

Question. Is it not first the duty of the marshal to have the account of that cargo made right, and the full amount paid by Ward & Gore?

Answer. I have never had any doubt myself that the order itself allowing the reduction is revoked.

Mr. Benedict. What! When proceedings are still pending?

Answer. In one sense the proceedings are yet pending, but they commenced by an absolute revocation of the order.

Mr. Glassey. Let me ask whether, in your understanding, it is proper that the case of the Ann should remain open, and the amount realized remain uncertain, until the marshal shall have adjusted his accounts with Ward & Gore, and see where the balance is.

Mr. Benedict. That is a matter before the court. It is a question of legal construction, and has no place here, and will protract this investigation inordinately, if allowed.

Mr. Jordan. There is only one view in which these questions are pertinent. As a matter of course, since Mr. Upton occupies the position of counsel for captors, it is his duty to see that their interests are protected. If money is due to the captors, and it has not been paid, it is his duty to see it paid. That, it seems to me, is what Mr. Glassey desires to propound, and I do not see any impropriety in the question. In the absence of any fact explaining delay in the adjustment of the accounts, they would be excusable, and the marshal ought, at once, to see that whatever is due should be paid, and the matter closed.

Mr. Upton. It is conceded here, upon this paper, that neither the district attorney nor myself had any notice of the application, and it goes on to state, that "it remains to be learned whether they were afterwards informed of it—whether they examined the papers, or took any measures to recover back the amount dishonestly obtained." In that view, it is quite proper that I should state what has been done, and what is the result of what has been done.

Mr. Jordan. What strikes me as important is this: Here is a sale to Ward & Gore for a certain sum of money; that money is due, as a matter of course, the moment the sale is effected. It is their business to receive the goods and pay for them at once. They ought to pay at once, or show sufficient cause for not paying. It therefore seems to me that it is for the marshal to say, "Pay the money." If they have any valid excuse for not paying, then is the time to produce ———; but the marshal ought to be prompt, and they ought to be just as prompt.

Mr. Upton. Without any delay, after being apprised of this order for the reduction being made, pursuant to it I requested the marshal to institute a thorough investigation into the facts, and having received very shortly after that a report from him of the facts of which he had received information, I had an interview with the district attorney, the result of which was, as Mr. Smith has stated, that he addressed a note to Ward & Gore, and they voluntarily came to him and consented to the entry of this order of revocation and further hearing. Now, upon that being done, I stated to the marshal, knowing that Ward & Gore, in fact, had never paid the whole amount of the money on this purchase, but that the accounts were made out to them as of the reduced amount by the order, and not the amount of their bid—I stated to

the marshal that I conceived it to be his duty to act forthwith in the case of the "Ann," and supply the deficiency out of *funds* in his hands belonging to Ward & Gore, but it was his first duty to give them sufficient and reasonable notice to proceed, if they designed to do so, with their further testimony before the referce; that he should give them a fair and reasonable notice before taking their money, which was in his hands, and paying it in on account of the proceeds. Now, whether he has done that, I have no means of knowing. I cannot say but this investigation, even, may have delayed his doing that.

Mr. Glassey. It is more than two months since the order of revocation.

Mr. Upton. Well, that is the position I have taken, and I think it is the correct one; but I rather think the marshal has not taken that course because he considered the case as not closed. I do not know whether the marshal has given to Ward & Gore formal notice that he should proceed by appropriating the money. Of course, after such a notice as that, it would not be closed. At all events, the case remains open.

So far as regards this case of the reduction in favor of the purchasers of the coffee from the prize steamer Ann, and apart from the action or duty of the officials in that case, I have regarded it, and still regard it, as a matter of judicial investigation; and though, perhaps, not improper to be spoken of here, yet not, perhaps, a particularly appropriate subject of this investigation; because if it is to be investigated hereafter, it may be improper to prejudge it here, or to allow any course to be taken which might affect that judicial proceeding. I have heretofore regarded it as the duty of the marshal to take action upon that order of revocation after reasonable notice to Ward & Gore to proceed, if they designed to do so, in their reference and the re-examination allowed them by the order. I have so stated to the marshal, but I confess, upon the terms of that order, and the manner in which the case has been brought into court, it is, to my mind, a very nice question.

Mr. Smidt. If the marshal was going to act at all in the matter, is not over two months a long time for him to wait *without taking action in a case of* that kind?

Answer. It would be were that delay not susceptible of explanation; but so far as the action of the marshal is concerned, I have regarded it as simply a question of delay, without subjecting the government or captors to any hazard by reason of the delay, inasmuch as the marshal had in his hands more than enough funds to pay the amount due.

Mr. Smidt. Still, does it not delay the payment of the money over for the benefit of the captors and others?

Answer. Yes, sir, it does; that is the effect of the delay.

Question. And isn't it a transaction which, in your opinion, calls upon the marshal for immediate action?

Answer. I think as soon as the revocation of the order was notified to the marshal, that he then should have, either himself or through the district attorney, (and I am by no means certain that action in that regard would not more appropriately have come from the *dictrict* attorney,) notified these purchasers, or their counsel, that he required proceedings forthwith, under the order for further reference, or he should, at a time named in the notice, appropriate the funds and close the case. But I don't know but that would be going too far. I think that but for this newspaper outcry, and these prize investigations, this steamer Ann case would have been disposed of long ago.

Now, to proceed with this *letter* from Mr. Grinnell to the Solicitor. The next case mentioned is that of the Wilder. I know *nothing* about that. As to the next case, which is rice, I have already stated my explanation of that.

As to the next case, which is that of the allowance to Mr. Newell in the case of the Stettin, in which it is stated that the counsel for the captors assented to the allowance, I can only state that I have no recollection of ever assenting to any such thing. The marshal I do not think would have written to the auctioneer such a letter as that I have read without having some reason for it, and it was for that reason that I interrogated John Draper about running up bids upon the coffee, alluding to this very case, because I have a distinct recollection of such facts being stated to me as an objection to the sale, and it was a radical objection, upon which any court would set it aside. If it was understood publicly, or if it was made public by an exposition in court that it was, as has been testified here, the habit of the auctioneer to bid fictitiously, it would operate to discourage attendance upon such sales more than anything else could do.

Mr. Smidt. If you did act upon such a supposition in this matter, did you inquire of either of the Drapers as to the fact of that being done?

Answer. I did not; but it seems that if I had done so, I should have learned that it had been done.

Mr. Glassey. Have you a distinct recollection of having assented to the reduction on that ground?

Answer. I have no recollection of that. I only recollect that such a thing was stated to me.

Question. Would you have required some evidence of that fact?

Answer. Of course, I should not have acted without finding out about it; but I do not think it is possible I could have signed anything in the shape of a consent, because of my universal opposition to allowances in any case whatever. This very case of coffee—if that fact of running up the bids had appeared—I should say that I would have recommended that that reduction be made; but I cannot state that that was the case with regard to this particular sale.

The next case in this paper to which I will allude is the sale of goods from the steamer "Stettin" to Smith and Holmes. I know nothing upon that subject whatever.

Mr. Glassey. Did you consider it any part of your duty to look into accounts of sales?

Answer. No, I did not. I considered it my duty to see that sufficient publicity was given to secure a proper attendance at the sales, and there I thought my duty ended.

The next case in this paper is that of the cotton bought by Nevins & Co. I think I have stated upon the subject of reclamations generally, all that is necessary to say in that case.

The next case is that of the "Solidadcos," and of that I know nothing. I see it stated that in this case the marshal said it was "all right," and the purchase would be paid for at the marshal's office instead of at the auctioneer's. That reminds me to say that I have objected many times, and as often as an opportunity offered for me to make the objection, to the auctioneer receiving the money at all of the proceeds of prize property. This sale of the coffee from the schooner "Solidadcos," which I remember was sent in by the brig "Delta," was one of the very first sales of prize property, and I presume was made before any practice with regard to payment or place of payment by the purchasers had become established; and I have no doubt it is for that reason that we find stated here, what was the fact, that the purchaser would come to the marshal's office to make settlement, because that is the fact now in courts of admiralty.

Mr. Benedict. I think that is so. Every dollar is required to be paid to the marshal.

Mr. Upton. That, with one exception, ends the particular cases set forth

in this statement signed by Mr. Grinnell. There are some general complaints at the end of the paper to which I will allude. He states that vessels were sold at places different from those advertised; but that I think has been abandoned.

Then, as to the multiplicity of suits which might be included in one, if that has not been explained sufficiently by Mr. Smith, I will.

That refers, as I understand, solely to the rosin cases.

Mr. Smidt. That was the testimony of Mr. Smith.

Mr. Upton Is there any one here authorized to state what was the intention of Mr. Grinnell in making that statement? Did he refer to any other cases than those of the rosin?

Mr. Glassey. No other, I believe.

Mr. Upton. Then I will state that upon the arrival of the first cargo of rosin by a transport schooner, I received from Commodore Rowan, who was in command of the naval expedition which made the capture of Newbern, at which this rosin was taken, a letter informing me of all the circumstances in relation to the capture, retaining me as counsel on behalf of the captors, and stating that several other cargoes would be sent by other vessels to New York and Philadelphia. I consulted with the then assistant district attorney, Mr. Woodford, and advised that proceedings in adjudication should be delayed until the arrival of all the rosin which was to be sent to New York, included in that capture, in which the same vessels were entitled to share. He consulted with the district attorney, and they came to the conclusion that isasmuch as they had no official notice that there would be any other property of the same capture, and in which the same vessels were entitled to share, sent to this port for adjudication, they would not be justified in delaying proceedings to adjudicate at all, and that they must, in the performance of their duties, take proceedings against each cargo as it arrived in port; and I must say that I am by no means persuaded that this was not the proper course.

Mr. Glassey. How many suits were brought?

Answer. I think there were nine, and nine distinct arrivals at different periods.

Mr. Smidt. Can you tell the difference in date between the arrivals?

Answer. Not without the papers.

Question. Did much time intervene between the different arrivals?

Answer. I should say there was very little time intervened; but after the forms on the initiatory proceedings became settled, it required no time to institute proceedings, and a libel might be filed instantly upon the arrival of a vessel without waiting for testimony.

Question. That was not usual, however, was it?

Answer. No, I think not. However, it was the course adopted in these cases, and I think it should have been the practice in all.

Now, we come to the final case—that of the "Hiawatha." I think that has been fully enough stated here. In that case this paper states that $25,000 worth of tobacco was taken from the "Hiawatha." Now, I do not know but that has been sufficiently explained, but on behalf of the marshal I desire to say a few words more in relation to that matter. It was, undoubtedly, an unwise and very imprudent thing for him to allow the claimant of this tobacco, without any order of court, to take it under the pretence that he would store it in a warehouse of his selection, and upon the condition that he would give to the marshal the storehouse receipts and policies of insurance; but this was upon the urgent solicitation of Mr. Edwards, who represented the British claimant of the tobacco, and at that time, it being at an early period in these proceedings, the character of Mr. Edwards, and the position which he saw fit subsequently to assume, had not been at all

developed. I mean his character in reference to these investigations—the vexatious course he has seen fit to pursue, and the wholly unwarrantable acts he has since committed; and now I am sure neither the marshal nor any other officer would place the slightest reliance upon his word or any written obligation he might give. It was unwise and imprudent, no doubt, on the part of the marshal; but beyond that nothing can be more unfair, in my judgment, than what, as I understand, has been done, to attribute to the marshal interested or improper motives. I entertain no doubt of his liability for the property, but under all the circumstances of the case I do doubt that the government or the captors will ever undertake to enforce that liability, for the reason that it so happens that on account of this very act of the marshal, which resulted in taking away that $25,000 of tobacco, the balance has produced $100,000 more than it otherwise would.

The only remaining case in this paper of Mr. Grinnell's is that known as the case of the Troy, and before coming to the facts in relation to the payment of the costs in that case, which seem to be the subject-matter of complaint, I desire to dispose of some preliminary statements manifestly erroneous, and which are made with the palpable design of presenting it as a case of flagrant imposition upon a very worthy person. Now, the loyalty of this southern man, who escaped from Sabine Pass, Texas, in a small schooner laden with cotton, was precisely that kind of loyalty of which we hear a great deal in these times, after, by force of the national arms, obedience to the laws has become a necessity. Then persons disloyal before are very apt to make a virtue of their assumed loyalty. An examination of the papers in another cause, which, had there been a contest in this, would have been invoked as proof, will show that this man, represented to be a loyal southern man, had three times violated the blockade before Galveston; had three times taken out cargoes, the produce of the enemies of the country, and three times had carried in cargoes to supply those same enemies; that he came out upon this occasion under the protection of a confederate pass, and had entered into an obligation, in consideration of that pass, to return with a cargo needed in the enemy's country; that so far from surrendering himself, as this paper states that he sought the United States fleet and surrendered himself, three guns were fired before he was brought to. That is stated in the testimony in the case. I only mention this to dispose of this preliminary statement as to the character of this southern man.

Mr. Smidt. Who were the witnesses in this examination who have testified to any such facts?

Answer. The facts which I have stated are proved by the paper itself, the confederate pass. The names of the witnesses who testified to the Troy having successfully run the blockade before, I am not now able to state.

Question. Who testified that three guns were fired?

Answer. The facts were established by the captors, none of the crew of the prize having been brought in.

Question. Do you know from what vessel those captors were detailed?

Answer. Yes, sir; from the Kensington, Commander Crocker.

Question. Did you not know that the loyalty of this man was certified to by the commodore, who stated that he had rendered the fleet important service?

Answer. When this man, or his vessel, was brought to by the guns of the cruiser, he did, no doubt, being thus brought to, volunteer to become of use to our naval officers, and he did, in entire good faith, beyond all question, render important and valuable service. He gave information as to the position of the enemy and the vessels they had, and piloted our vessels into places where they could not otherwise have gone, and, as I said, he made a virtue of his loyalty, having become loyal from necessity.

Mr. Smidt Was there not a large amount of property captured and made of benefit to the country and the captors by reason of his services there?

Answer. Yes, there was, and my impression is that this very case of the Reindeer, to which I have alluded, where there is testimony which proved the violation of the blockade by the Troy, was one which he himself brought about by the information he gave.

Question. Did it not appear that on this trip, when his vessel was captured, he had taken his family on board with him?

Answer. It did not appear in the papers in the case.

Question. Did you not hear that?

Answer. It seems to me I did, but I am not quite sure.

Question. Did you not hear that he got all the property he could get together, and put it in this vessel?

Answer. I think he told me so himself.

Question. Wasn't that some evidence to your mind, previous to his sailing and getting into our fleet, of an intention to abandon that country, and get to our lines?

Answer. No, I regarded that he couldn't make a better investment than in cotton, and then get out and sell it elsewhere. He was going to Honduras or some such place.

Question. Is it usual for persons to take their families with them on a trip of that kind unless they intend to abandon the country?

Answer. I haven't any opinion of that kind. I only know what he told me.

Question. Did you not understand from him that he had been watching the appearance of the blockaders so he could run out?

Answer. Oh, of course; that's what they always do.

Question. Among the papers received in the matter of the Troy, and which came into your possession, was there not a register of the vessel and a bill of sale under which he had purchased the vessel?

Answer. Yes, sir; I think so.

Question. Do you recollect that by that vessel the vessel was registered as of small tonnage?

Answer. Yes, sir; she was a small vessel.

Question. Do you not recollect that the value was fixed at $900?

Answer. I recollect that.

Question. She was not brought into court?

Answer. No, sir.

Question. She was estimated in some of the bills of costs at a valuation?

Answer. Yes, sir; at $5,000.

Question. That was not in your bill of costs?

Answer. No, sir; but it ought to have been.

Question. Do you say that a valuation of that amount should have been put into any bill of costs?

Answer. No, sir; the valuation should have been placed upon the bill of sale, there being no other evidence. Now, I will state the facts in order in relation to this case: Upon the return in the proceedings no party appeared on the part of the property proceeded against, which was the vessel and cargo; and I may state that the person who drew this paper in relation to the Troy, or furnished the information upon which it was drawn, would not have underscored the words "which was never in the district," (referring to the vessel,) thereby intimating that proceedings should not have been taken against her, if he had properly understood the character and jurisdiction of the prize court. The prize court acts upon the property captured, wherever it is. It may be in a foreign country; it may be in a neutral port; it may be in any other port of the captors' country than in the port of adjudication.

In very many cases of captures during this war decrees of condemnation have been had upon prize vessels never brought in here, but were taken by the government before adjudication, and before the balance of the property arrived here. I can state as many as thirty cases where the government has taken the vessels captured and the cargoes have been sent in, and where the decrees have proceeded as well against the vessels as the cargoes, and the proceeds, being the appraised value upon condemnation, have been paid into the treasury.

Mr. Smidt. In this case, however, did the proceedings reach the vessel at all?

Answer. Undoubtedly. Why not?

Question. The vessel is not mentioned in the decree of condemnation?

Answer. Yes, sir, certainly.

Question. Did not the vessel go to New Orleans?

Answer. She was sent somewhere by the captors for safe-keeping.

Question. Does it not appear, by the papers sent in by the Navy Department to this district, that this vessel was sent to New Orleans?

Answer. It may have been New Orleans.

Question. Might not proceedings have been taken in the prize court in New Orleans against the vessel?

Answer. The prize court has never been organized in New Orleans, as we all very well know. Even if we had known that she was sent to New Orleans, it would have been the duty of the district attorney to proceed against both vessel and cargo all the same. We know there is no court which can proceed against the vessel there.

Question. Suppose the vessel had been sent to Boston and the cargo here, would not the court in Boston proceed against the vessel?

Answer. I think very likely it might. But the more appropriate course would be to get the vessel and cargo together; either send the vessel here or the cargo there.

Question. [Reporter failed to get this question.]

Answer. To that I answer no, decidedly; because it is the practice, and has been ever since the commencement of this war, where the prize officers know that the property has been divided, to bring it together again before proceeding. For instance, over and over again portions of the property of the same capture have been sent to Philadelphia and other portions to New York; the officers in both places have waited for all the property to get together before proceeding. It was certainly so in New York, and I understand that in Philadelphia the same proceedings were taken as in New York.

Question. Do you know of a single instance where a cargo captured on board a vessel has been sent to one port having a prize court organized, and the vessel to another, where the two subjects have been disposed of in one court?

Answer. I answer that in such a case I know of no instance in which the proceeding has not been against the entire property in one court, and not divided. And where a vessel is captured with a cargo on board, (and a great many of these cases have occurred,) the government requiring the vessel, and sending the cargo here for adjudication, without regard to where that vessel is or what becomes of her, the proceeding is taken here against both vessel and cargo, and is carried on to condemnation.

Mr. Smidt. That is for the reason that the vessel is not sent into port at all?

Answer. It don't make any difference. The other day a portion of a captured cargo was sent to Philadelphia, and the vessel and remaining portion of the cargo were sent here. For some time the officers in Philadelphia contended that the remaining portion of the cargo and the vessel ought to

be sent there, that they might proceed against the whole; but eventually their part of the cargo was sent here, and it was all proceeded against in this court. Wherever a prize court is organized, and a captured vessel and its cargo are separated, or the cargo itself divided, and a portion is sent in to one port and another portion to another, it is the duty of the officials in both ports to wait and see that the property is connected, and it does not matter, to my mind, whether the vessel is in the port of adjudication or not. I do not think there should be two proceedings—one in each court. I think there should be a consultation between the officials, and have the proceedings taken in one court. This Troy and her cargo were condemned by the court. I myself prepared and presented to the court an abstract of the briefs, a brief of the points, and the authorities in this very case upon which the decree was based. I drew the decree; and after the decree of condemnation, the writ had been in the hands of the marshal for some time, when I was informed that the district attorney had received from the Secretary of State a letter enclosing the papers from the Navy Department under which he requested the marshal to release this captured property.

Mr. Smidt. The papers you refer to were Exhibit Z, 26?

Answer. Yes, sir. It is not correct, by any means, to state that the district attorney was directed by the President, or that the President ordered or advised the unconditional release of this captured property. I am myself persuaded that if the question of the costs and expenses attending this adjudication had for a moment occurred to the Secretary of State, their payment, as a condition of the surrender, would have been required. The commander of the capturing vessel, whom I have since seen myself at my office, informed me that when the paper was executed by himself and the captors in interest, he had no idea that any costs or fees had been or would have been incurred; that the subject was never presented to their minds, and that, if it had been, it would have been made a condition in that paper that Kirkpatrick should pay the costs and expenses.

Mr. Smidt. Had there been any costs or expenses incurred at the time that paper was signed?

Answer. I presume not; but that to which I refer is. That paper could not have been presented to the officers of the court to obtain a release, pursuant to its provisions, until long after its execution and delivery; and if it had occurred to the persons signing it that costs would have accrued, they would have provided, as the commander himself informed me, for the payment of the costs. The cotton was brought to this port at the expense of the government, not at the costs of the claimant; and the costs which he did pay did not amount to the sum which it would have cost him to have brought the cotton here; and being here, the best market in the country, it produced three times as much as it would have done where he was going. Besides that, he not only had no cause for complaining, but he did not complain.

Now, upon the receipt of these papers by the district attorney, upon which the release of this captured property was desired—but not its unconditional release, that being left without any direction whatever upon the subject—the question arose, by whom were the costs to be paid; and it was finally determined that the release should not be made until the Secretary of State had been written to upon the subject, and he had passed upon the question. The district attorney has already stated that he immediately communicated to the State Department on the subject of costs, and to this day has received no reply. Some time elapsed, and the district attorney thought he was bound to construe the silence of the Secretary of State into an admission or a concession that this property should not be surrendered without the payment of costs by the claimant. At all events, the claimant was exceedingly

desirous to obtain possession of the cotton. It was then at its highest price in the market. If it had fallen, it had not fallen much. It was very high then, but he was afraid it would fall. He was very desirous to obtain possession, and unwilling to await the reply of the Secretary of State as to costs. He finally proposed himself; and here is where a very inaccurate statement has been made in this matter, that he was *induced* to make an advance of money as security for the costs, and that it was extracted from him. The truth is, that it was a voluntary proposition on his part, and I hold in my hand the best evidence of that—the written statement of the man himself.

Mr. Smidt. Do you know who drew the original paper of which you have produced and just read a copy?

Answer. Yes, sir; I drew it myself, and he signed his own proper name to it; and a pretty good writer he is, too. Shortly after that paper was executed, Kirkpatrick said to the marshal: "It will take you some time to sell this property. The market is falling, and I can sell it at once, and get a good price for it. If you will allow it, I will deposit $1,500 to cover these costs in case I am bound to pay them." The marshal said immediately, "You may do it," and Kirkpatrick received his cotton, sold it, and got his money. When he received all the money, except this $1,500, he was perfectly well satisfied. The cotton had brought so much more than he had any idea of ever getting, that he was quite satisfied with the matter as it was. Of course he wanted his $1,500 back, if he could get it. But when the proceedings were in this precise condition he left, first, however, having desired me to draw for him a power of attorney to substitute Penniman in his place, authorizing Penniman to receive this money, if any was to be received, and to receive the decree of restitution when that was rendered, in order that Penniman might go to New Orleans, or wherever the vessel was, to obtain possession.

Now, in the drawing of that power of attorney there were a great many interviews between Kirkpatrick and myself. He was very particular about it. By the way, Kirkpatrick said that Penniman was an entire stranger to him. He had seen him in Texas, but he volunteered his good offices as a friend, and had rendered him some service, but what service I did not know. I asked him if he was a relative, and he said no, for I desired to know something of the man whom he wished to substitute as his attorney. Then the question arose as to the position and value of this vessel, and upon asking him about that, he said, "Well, if I can get the vessel as she lies, she is worth $5,000." Said I, "How do you mean? I see by the register she is valued at only $900." He said, "She would be worth $5,000 to me," (him.) But after that I ascertained she had on board quite a number of tons of railroad iron as ballast—sufficient to make that value, in addition to the value of the vessel. I stated to the district attorney that he had placed that value as she lay, and hence that we had a right to place that value upon the vessel in estimating our costs; but I had neglected to do it. It was a mistake of mine. Now, Kirkpatrick left this power of attorney with Penniman, and stated to Mr. Penniman, in my presence, "I do not care anything about this $1,500; whatever you can get out of it you may have." I considered that he felt himself well paid, so that whatever was to be paid back belonged to Penniman, Mr. Smidt's client here.

Mr. Smidt. You do not mean that?

Mr. Upton. This was the situation when Kirkpatrick left. Now I think of it, I remember that he told me something about his family—that they were out west somewhere, I believe. Then Penniman came to my office, day after day, to learn about the Secretary of State—what he had done and what the prospect was. He annoyed me more than three times the worth of the bill of costs, I assure you. Finally he said, "Now here is a chance

for me to go to New Orleans and get that vessel. I want that decree of restitution, and I had rather pay the costs than to have any further delay." This was a proposition of his own, and he urged me to request the various parties to make up their bills forthwith, and have them paid by the marshal out of the money which Kirkpatrick had deposited. He was even unwilling that I should postpone it to the next day; but I did insist upon that, meanwhile giving notice to these parties to make up their bills. I drew the decree of restitution, setting forth the facts, and he gave to me an order upon the marshal to pay the various bills, and to pay him the balance of the money, which was done, and here is his receipt. That is the original receipt. I procured the decree, made up my own costs, and the other officers made out theirs. I ought to have made mine, as I have stated, just one hundred dollars more than I did make them. My bill should have been more but for my neglecting to put in the vessel and railroad iron at a valuation of $5,000. This man did not go the next day, and I do not suppose it was really his intention to go the next day. In fact, he did not go for some time after, for he came to me and wanted me to undertake to act as his counsel before some department at Washington to get back the costs he had paid. Well, I told him when I went on to Washington I would state the facts and see if they would pay him back. He wanted me to do it, get up all the papers, and do all the work for a conditional fee. I told him I would not do any such thing. I did not think his prospects sufficiently brilliant to undertake the case for a conditional fee, and not till I decided that did I hear a word of complaint about these costs; not a word in any way whatever. No word of fault was found with the amount by either of these men before that.

Mr. Smidt. You state that Kirkpatrick never did complain in regard to these charges. Did you never hear Kirkpatrick complain after the bills of charges were made up and paid?

Answer. No, he never saw them.

Question. You stated that all these bills were just and reasonable. Did you not know that there was an over-charge in the marshal's bill for insurance?

Answer. No, I did not.

Question. Do you not know now that there was a very large over-charge for insurance?

Answer. I am told there was not what might strictly be called an over-charge, but there was an error in computation, by which the amount was made a hundred dollars more than it should have been.

Question. Do you not know that, instead of its being an error, it was an over-charge of over a hundred and twenty-two dollars?

Answer. No, I do not know that. My information has been derived principally from what I have heard here.

Question. Did you not know, also, that there was a very large over-charge in the marshal's bill for storage?

Answer. No, I did not.

Question. Did you not know of that when you stated that you thought the bills were reasonable?

Answer. My statement as to the reasonable character of the bills has reference to those only of which I am competent to judge. I am not competent to judge of disbursements.

Question. Did you know that there had been a return of a hundred and eleven dollars and some cents on the bills first rendered for storage?

Answer. I knew there had been something returned, but I did not know the amount. I neglected to state yesterday what I desire to state before terminating my testimony in this investigation: that there is an objection to the law of March, 1863, other than those enumerated by me yesterday,

to which my attention has since been called by Mr. Benedict, indicating clearly to any one's mind the utter incapacity of the person who drew the law, and his entire ignorance upon the subject on which he asked legislators to act; for he has in one clause utterly taken away the appellate jurisdiction of the circuit courts in prize, which I conceive to be a gross outrage upon the rights of neutrals, subjecting them to delays and the additional expense of carrying their causes, if they desire a review of the decisions of the district court, direct to the Supreme Court of the United States: whereas we all know it has always been the case that claimants often desire to go no further than the circuit courts, which are composed of judges who, in the aggregate, constitute the Supreme Court. It is said that the purpose of this was to counteract the influence of the circuit judge of this circuit by depriving him of his power. The answer to that is short and conclusive. By the act which I drew it was provided that * * * *

Taking away the appellate jurisdiction, as is done in this law, involves a delay of years in every case; no one can tell how many. Then, again, that same section limits the right to appeal, even to the Supreme Court, to cases where the amount is $2,000 or over—I think that is the sum—thus making the questions of international law a mere consideration of dollars and cents, a thing never before heard of.

Mr. Smidt. Do you know what was done with the chronometers and other instruments of navigation which were found on board prize vessels?

Answer. For some time after these proceedings were commenced, they were surrendered to the parties as "personal effects;" but after, perhaps, the first twenty or thirty captures had been made, it was discovered that these same nautical instruments came back again; that they were used over and over again; and that that practice wouldn't answer. The further giving of them up as "personal effects" was objected to, and the objection was sustained after a very long argument. Judge Betts required a good deal of argument on the objection, but finally he adopted the rule which now exists, not to surrender these instruments as personal effects. They were then retained by the marshal, and are in his control or possession now. Some of them, I think two or three, have been in Mr. Blunt's office. Upon one occasion an order for the delivery of nautical instruments was obtained surreptitiously, and before that order could be revoked they were taken away from Blunt's office, and therefore it was thought advisable that the custody should be transferred to the marshal.

Question. Are they not valuable?

Answer. Some of them are, and some not.

Question. Would they not realize, on sale, something for the benefit of captors?

Answer. Yes, sir; I think so.

Question. How long have they been remaining unsold?

Answer. Since they have been retained by the marshal; perhaps six or eight months.

Question. Do you know the number now on hand?

Answer. I do not.

Question. Almost every vessel has one?

Answer. Yes, sir; unless it is some insignificant salt schooner. All vesels have them.

Question. Are you familiar with the proceedings had in the case of the vessel Napoleon?

Answer. Yes, sir; somewhat.

Question. Did you examine the testimony filed in that case taken before Commissioner Elliott?

Answer. Certainly I did.

Question. Do you recollect, in putting interrogatories to witnesses in that case, that a large number of interrogatories prescribed in the form were omitted?

Answer. Yes, sir; I remember that very well.

Question. Do you know the reason of the omission?

Answer. Yes, sir; they were interrogatories put to the acting master of the gunboat Seymour.

Question. Do you not know that in that case, at the time of the capture, this schooner Napoleon was armed?

Answer. Yes, sir; Wells swore to that. He declared that she was armed, but we found that he was mistaken.

Question. Are you sure that any person examined in that case had any such question put to him, the answer to which would disclose whether there were guns on board or not?

Answer. Well, without again referring to the interrogatories which were omitted, I could not state positively whether that was one or not. Upon the application of the district attorney to save a vast deal of labor and trouble, and costs, in certain cases, where none of the crew of the prize vessels were brought in, certain interrogatories were ordered to be omitted, because these interrogatories were solely applicable to the captured crew. Now, in all the captures which have been made in this war, I know of no case, with the exception of the steamer Ellis, where the captured vessel was not a merchant or trading vessel without arms, and, therefore, it is quite possible that, inadvertently, that interrogatory in relation to arms might have been omitted, and yet I hardly think it could have been. I know that we established the proof, beyond all question, that the vessel had been armed, and had been used as an armed vessel of the rebels, and that when Newbern was about to be captured they took off the arms and put them ashore for the defence of the town.

Mr. Smidt. That fact was in the preliminary proofs, and should have been better established.

Mr. Upton. I wish to say further, in reference to what the district attorney has stated as to the value of the services rendered by the counsel for captors, that neither upon this occasion, nor upon any previous occasion, have I ventured to place an estimate upon the value of those services. I have stated the time which I have devoted to the subject, the labors which I have performed, and the various spheres in which they have been performed; but I leave it to others altogether, and especially the judges of the courts in which those labors have been performed, to determine what has been their proper value.

Mr. Glassey. Have the amounts stated in this circular letter been, in all cases, paid to you?

Answer. No, sir; I should say, in a majority of cases they have not been paid to me.

Question. The money remains in the treasury yet, awaiting final decisions in the cases?

Answer. In some cases the money has not been paid in; in some cases it has been but just paid in, and in other cases it awaits final decision.

Question. By what act is it made necessary to pay the gross amounts into the treasury?

Answer. By the same section of the act of July 17, 1862, which authorizes the Secretary of the Navy to appoint a counsel for captors.

Question. Were there any such payments after March, 1862, and can you explain why it was that there were no such payments?

Answer. There was a long and annoying discussion as to the proper construction to be placed upon the two laws passed on the same day, it being

the close of the called session of Congress, 1862, the act for the better government of the navy, the 12th section, and the joint resolution. It seemed by the joint resolution to be the duty of the marshal to pay certain costs out of the fund, and deposit the balance of these costs, which the law did not define. Some thought it meant all the costs; others thought it meant only the marshal's disbursements; but the 12th section of the act required the marshal to pay all costs and disbursements to be paid from the treasury, and it was by reason of these discrepancies that much of the delay was occasioned in the entry of decrees of distribution.

Question. In all these cases up to March, 1863?

Answer. Yes, sir; and several since.

Question. And in all these cases you have taken, or expect to have, compensation?

Answer. Yes, sir; that is to say, in which there is any fund answerable for compensation. There are some cases in which there was great labor and no pay, by reason of restitution.

Question. I think you stated yesterday that if all the cases had been taken into consideration, the proportion of the expense would be smaller than appears here?

Answer. Yes, sir, very much smaller. You must remember that my per-centage stops at a hundred thousand dollars. I get no per-centage on prize property beyond that.

Question. Your costs would probably average as much in those cases which are pending and not reported here, as in those which are reported?

Answer. I think so; probably fully as much.

Question. Have you calculated the amounts due you, as appears by this return?

Answer. I have not.

Question. Do you remember whether you have in every case, before receiving this payment, received written authority from some one on the part of the captors to appear in the case?

Answer. Yes, sir, I have no doubt of it at all.

Question. That authority came from whom?

Answer. Usually from the commander of the vessel, or through the commander of the vessel.

Question. Do you remember whether you received authority from other persons, without the intervention of the commander?

Answer. I think very likely there have been such cases.

Question. Do you think the commander has a right to represent the whole crew of the vessel?

Answer. I do not think the commander has the right to say, "You shan't employ counsel."

Question. You have not, then, received authority from any other person than some one representing the prize crew?

Answer. In some instances I have. I have never required such authority; but I remember one instance, and that is quite an important one, because, if I were to receive the compensation agreed upon, I should receive $12,000 instead of $1,200. In that case the commander procured the names of the whole crew, and handed to me a retainer with five per cent. allowed, and that would be larger than I should desire.

Question. In the case of the "Quaker City," from whom did you receive authority?

Answer. I want you to understand that I have declined to receive any power of attorney to have anything to do with the money of the captors. There are other persons who attend to that; I don't.

Question. Do you know whether other members of the bar besides yourself have appeared in the record as counsel for captors?

Answer. Yes, sir. Mr. Benedict has appeared, and Mr. Sanford. I think he is a partner of Judge Woodruff. Also, a son of Judge Jones came to me and produced authorities which he had received from Commander Smith, of the Massachusetts, and he desired to substitute me in those cases; there were half a dozen captures connected with that. I do not remember of any others appearing.

Question. Did any others ever have costs allowed?

Answer. Mr. Benedict made application for costs in his case, and I think if he had made it seasonably it would have been allowed. I think that was the sole reason the final decree of restitution had been granted. There was no other application for costs that I am aware of.

Question. Was any notice given to him of the taxation of costs in that case?

Answer. The judge thought not. In this case where Mr. Benedict appeared I had intervened for the capturing vessel without the slightest knowledge that another vessel claimed a share as joint captor, and it was a very nice question. This vessel was lying on the opposite side of an island, and it was a question whether there was that kind of "being in sight," which constituted her a joint captor. Mr. Benedict appeared and urged the claims of the "Kittatinny." I was satisfied that it was a proper claim of joint capture, and it was allowed. I supposed at the time that that was all that be expected. If I had had an intimation from him that he expected compensation, I should have said at once, "I do not think it right to make the captors pay two bills. I will divide. I think he was entitled to some compensation."

Question. There was no understanding or arrangement to prevent him from having notice, and to deprive him of his rights?

Answer. Oh, no.

SATURDAY, *May* 23.

Examination of G. P. Andrews.

Mr. Smidt. What is your profession?

Answer. I am assistant district attorney.

Question. How long have you been in that position?

Answer. I have been connected with the office since the first of November, 1859.

Question. Exhibit 42, the paper now in your hands, is a copy of the papers remitted to you by Secretary Seward as received by him from the Navy Department?

Answer. It is.

Question. And of all the papers so remitted in that matter?

Answer. Yes, sir.

Mr. Smidt. This exhibit is already in evidence.

Question. You state, Mr. Andrews, that you have been connected with the district attorney's office for a long period of time; in what capacity?

Answer. In the capacity of clerk and assistant.

Question. Receiving a salary of how much?

Answer. My salary has varied at different times. It was originally $400 per annum. It continued at that rate until the time when Mr. Smith became district attorney. It was then immediately raised to $600 a year, subsequently to $1,000; I think again to $1,200; still later to $2,500; and during the past year to $3,000.

Question. Were you not during the time you were receiving the smaller salaries appointed assistant district attorney?

Answer. No, sir.

Question. When did you begin to occupy the position you now hold?

Answer. I took the position which I now hold in the office on the first of September, 1862. Prior to that, however, (I think it was on the first of January, 1862,) I was rated as an assistant in the accounts of the office, and recognized as such by the Secretary of the Interior, at a salary of $2,500 a year.

Question. You have in the office two assistant district attorneys?

Answer. Yes, sir. One of them receives a salary of $2,500, and the other $3,000. There are more appropriately three assistants recognized as such by the Secretary of the Interior. Mr. Hunt's salary, under Mr. Sedgwick, was $4,500.

Question. Do you not know that Mr. Hunt received that salary by reason of an addition to it on the part of the district attorney from his own salary?

Answer. I think there was some arrangement between Mr. Hunt and Mr. Sedgwick in regard to it.

Question. In the performance of your duties as assistant district attorney, has not the principal part of what are known as prize cases been conducted by you?

Answer. Well, I should hardly say that the principal part had. I have had charge of the detail of prize causes since the 1st of September last under the immediate direction and supervision of the district attorney.

Question. So far as the management and preparation of the cases in the district court is concerned, that has been your principal business, has it not?

Answer. I cannot say that it has been the principal part of my business, because a great deal of my time has been occupied with criminal business.

Question. Well, was there any other assistant connected with the office who did take charge of these matters?

Answer. No other person has had a controlling charge of them except Mr. Smith and myself; but one other assistant, Mr. Rice, has done a good deal of work in prize cases, such, for instance, as the drawing of libels, the taking of statements of prize-masters when prizes are brought in, and has kept entire charge of the register. After he became somewhat familiar with the business, he also drew the decrees of condemnation and distribution in many cases. He has attended to copying evidence, and a variety of other clerkly services in prize cases.

Question. He, more properly, performed all the duties of a clerk?

Answer. Yes, sir.

Question. But he never appeared and argued in prize cases in court?

Answer. No, sir.

Question. You have done that mainly, have you not?

Answer. In many cases, but not in all. The district attorney has appeared himself frequently on motions.

Question. These cases have been rare in which he has appeared and argued, have they not?

Answer. No, sir, not on motions. The majority of prize cases have not been argued orally; they have, in many cases, been submitted upon briefs. I have never made it a practice of acting upon any important matter connected with the correspondence in prize cases, or upon important motions in court, or on important cases generally, without consulting with, and taking the advice and instructions of, the district attorney.

Question. These decrees of condemnation and distribution of which you have spoken are reduced to a form well established in the practice, are they not?

Answer. It is pretty well established now, although it has to be varied from frequently.

Question. These variations, however, are no greater than the variations usual in any ordinary printed form to meet particular facts?

Answer. Well, I could not say exactly that. Some printed forms used in law business are of such a character that they do not require to be varied. It would be quite a long history to go over the whole matter of the variations which have been made in the forms of decrees in prize cases, and of all the blanks which have been got up in our office at different times. It became necessary when I came into the office to get up these blanks for decrees, and Mr. Upton and myself spent a great deal of time in getting up forms that would give perfect satisfaction. The prize commissioners devoted considerable time to that, also, and the form, after a good deal of consultation among ourselves, was prepared and laid before Judge Betts, and there were numerous conferences before him and with him. A form was finally settled upon, and a large number of decrees were entered. These decrees were transmitted to the Navy Department at Washington, and, as it turned out, they were not, after all, in a shape by which the department could readily distribute the funds, and Mr. Upton, the marshal, and clerk of the district court, went on to Washington on the subject of the forms of the decrees of distribution. In consultation with the Navy Department the form was altered, and after their return we proceeded to have other blanks got up, and we had consultations about that. It was very difficult, indeed, to get a satisfactory blank, but finally one was adopted.

Question. After the form was once adopted it required no great legal ability to fill them up?

Answer. It does not now in ordinary cases.

Question. Who usually attended to the taxation of costs on the part of the district attorney in these prize cases?

Answer. The costs of the district attorney have been attended to by the district attorney, myself, and Mr. Rice.

Question. But generally by whom?

Answer. Well, I don't know that I could lay down a general rule on that subject. It has been attended to by all of us.

Question. Was not that a part of his business as district attorney?

Mr. Smith. Mr. Smidt, I think it very dirty business to ask such a question. The assistant district attorney has been asked the same question substantially by Mr. Smidt. He has been put question after question to the same purport after receiving satisfactory answers, and I say it is an insulting piece of business, under the plea of going into an honest investigation, to put vexatious questions of this kind after the testimony he has heard here. That testimony shows distinctly that the matter was open and above board, and placed clearly and satisfactorily before the court. Now, while the word "dirty" is not exactly fit to be used before the Solicitor, and I am sorry on that account that I used it, still it describes the character of this kind of questioning.

Mr. Smidt. I shall not answer language used by a gentleman occupying a very high position under government. I think it uncalled for entirely, and all that I insist upon is that it be kept upon the record.

(Mr. Jordan, on calling the gentlemen to order, expressed his reprehension of the violation of decorum just manifested, and hoped there would be no repetition of such conduct.)

Mr. Smith. The very position I hold as district attorney ought to protect me, unless I am found derelict. Now, Mr. Smidt has professed over and over again to take no exception in respect to the administration of affairs in my office, and yet he comes here and puts these offensive questions, and repeats them over and over again. Now, I apologize for the particular

terms I used in the presence of the Solicitor, but the terms of this question are offensive and improper. Nothing but the presence of the Solicitor would lead me to modify my language where the course of the gentleman is offensive.

Mr. Glassey. We are to understand perfectly, then, that the charge and insult is not retracted?

Mr. Smidt. I wish to state that it is beneath my notice.

Mr. Jordan. I do not think there is any difficulty in understanding the truth of this matter. The only question in my mind is whether this inquiry has been sufficiently answered. I can conceive objects which the counsel may have in propounding such an interrogatory entirely aside from any attack upon Mr. Smith, or upon any gentleman connected with his office. As has been said, as has very clearly appeared from the evidence here, and as clearly appears from the law, the district attorney can have no interest in this matter except in one contingency—that is, that the law allows him to retain from these costs taxed in his name an amount greater or less, but limited, because there is no claim on any side that it is not limited, in consideration of his services in these particular cases. If it should turn out that the law does not recognize his right to retain any portion of these costs, it is clear that he has no interest whatever in them. But they are still costs taxed in his name, and they are still paid out of this property, which diminishes the fund to be finally distributed. Now, then, if there is no object in taxing these costs, if the district attorney cannot be allowed anything for these services, then, as a matter of course, it is a work of entire supererogation to tax them, except by reason of an effort being made in the future, because, I understand, the chief interest the government has in looking into these costs is to provide for the future. This may present a motive for asking that in future all taxation of costs in the name of the district attorney shall cease.

Again, if the government desires in this way, to take to itself a portion of what would otherwise go to the captors, and thereby decrease the share, which shall on final distribution go to the captors, why, that ought to be understood; but if, on the other hand, the government does not desire to take to itself more than its fixed legal share—that is, one-half—then, as a matter of course, it is most clearly proper that this taxation in favor of the district attorney shall cease altogether, because in that view it is so far a wrong. For this purpose, I can see, as I have said, very clearly a motive for propounding these interrogatories, entirely innocent of any intentional attack, or of any charge upon any gentleman connected with the district attorney.

Mr. Smidt. I had supposed that the salary of the district attorney was not dependent upon these costs, save to the extent that if they did not amount to enough to pay his salary, he would not receive his full salary; but since I have been in this investigation, I understand that his salary is not dependent upon these costs, but is fixed and certain, and my sole object is to get at the basis of taxation, and see if the government did not derive more than it ought

Mr. Smith. I think the attention of the Solicitor was called to something else during these interrogatories. If he had seen them, he would have seen that they went far beyond any possible object of the kind he supposes, because, after discovering the whole facts about the costs, he then went into inquiries as to whether the subject of costs went before different persons; and then he repeats the inquiries over and over again, and it was inconsistent with any other theory than that the inquiry formed the ground of some charge against the mode of taxing these costs. Now, I wish to say I desire all the facts to come out fully, but I must say that the conduct of a gentleman who assures me in the hall and in the streets that he has not a

word of complaint to make against me, and then comes here and repeats the inquiries in the offensive way he does now, does not meet my idea of what is right; and if he had the spark of a gentleman about him, he would apologize for his course here.

Mr. Glassey. Nothing has occurred in this investigation that, in my judgment, renders it so proper to pursue these inquiries; nothing has occurred that affords such strong indications of the propriety of making such an investigation as has occurred in this room. I did not before believe that the district attorney had anything to conceal, but I believe now, if there is anything about these costs that is peculiar, we ought to know it. If there is nothing peculiar, nothing that it is for anybody's interest to cover up, why should obstacles be thrown in the way of the investigation? Why should language which gentlemen never use be heard here in opposition to the investigation? And I am more astonished at it than at anything which has occurred here.

Mr. Smith. I did not object to any question to get at facts. On the contrary, I have done everything I could do in eliciting every fact that can bear upon this matter. But I did object to an offensive repetition of questions, which have been answered over and over again. I wish all the facts to come out. Other gentlemen in this room regarded these question as offensive.

Mr. Benedict. I want this subject dropped; I think it has gone quite far enough. I have set here and listened, and I do not think Mr. Smidt said anything that the district attorney had the right to take exception to. I am sure Mr. Smith is under some misapprehension about it. It did not strike me as offensive, unless as to the repetition, which, perhaps, was carried rather further than was necessary. I am very sure that nothing wrong was intended.

Mr. Andrews, (in answer to the question.) Yes, sir; that was a portion of my duties undoubtedly; but as I have already stated, I never had the exclusive control or management of any portion of the business. The rate of taxation for the district attorney's costs was pretty well established by the court before I had anything to do with prize matters. In reference to these prize costs, they have not been taxed, except those to which he was entitled. Although the district attorney is a salaried officer, his costs are still taxed in revenue cases, as well as in prize cases; also in criminal cases, the proceeds of which must be applied to the expenses of the office.

Mr. Benedict. It seems to me that while Congress has provided that the district attorney shall receive certain fees, and pay into the treasury all over $6,000, he is bound to make up his costs, and they must be taxed.

Mr. Upton. The position assumed by the judge is this: that although the law limits the amount which the district attorney may receive, it nevertheless is a right which the government has for the government officer to have his costs taxed, because it is so much over. You earn $6,000 a year, and all over that belongs to the government.

Mr. Jordan. Granting that, still it would be entirely proper to ascertain whether an adequate or more than adequate compensation had been allowed him, as between the government and captors. Granting that the government has the right, and is disposed to insist upon its right, yet the government has the right to inquire whether its officers have not exacted more than they ought. Almost all these matters have passed under the supervision of the court, and if that were to be insisted upon it would be a bar.

Mr. Smith. It will be borne in mind that the expenses of the office have been materially increased by the additional force required by the prize cases, as well as the augmentation of the other business of the office growing out of the war; and so far as the allowances made to me are concerned, if ap-

plied to the expenses of the office, as they will be under the recent decision of the accounting officers at Washington, no injustice will be done to the captors. On the contrary, they will have the services of the district attorney, at a rate of compensation which no mercantile firm could obtain them for, having reference, as I now do, to the amount of legal business growing out of prize matters, and also to the value involved in prize litigation.

Mr. Glassey. We are losing too much time in this matter.

Mr. Jordan. Well, let us proceed.

Question. You are familiar with the principle upon which the district attorney's costs are made up. The principle appears on the taxed bills themselves.

Question. Are they regulated by statute or by a rule of the court?

Answer. The district attorney is much more competent to testify on the subject of his costs than I am. Under the act of March 25, the district attorney was allowed costs, which, I believe, according to the terms of that law, were just, proper, and reasonable, having reference to the services he rendered. In the summer of 1862, at the time that Mr. Woodford had charge of prize matters, occupying the same position that I do now, the matter was brought before the court by Mr. Smith. The court took the whole subject under advisement, and after long consideration and consultation, determined at what rate the district attorney's costs should be taxed.

Question. Have you an idea of the total amount of costs taxed against prize captures for fees of the district attorney?

Answer. I could not attempt to even approximate it now, because I have not kept the run of the taxation of costs latterly, and they may have been taxed in five, ten, or even twenty cases, more or less, which I might not know about. Mr. Rice took charge of that matter mostly.

Question. Was the amount dependent in any way upon the amount of prize property in this port?

Answer. You mean, I suppose, prize property in the particular case taxed?

Question. I mean the gross amount.

Answer. No, sir; it had nothing to do with the gross amount.

Question. Would not the gross amount of your charges for fees of the district attorney bear some relation to the gross amount of prize property in court?

Answer. Undoubtedly it would bear some relation.

Question. Can you tell about what per-centage it would be?

Mr. Jordan. What I understand the witness to say is, that the gross amount of costs has no reference to the gross amount of prize property in port; no per cent. relation.

Answer. As I was informed at the time, by Mr. Smith and Mr. Woodford, the judge taxed the costs in each case according to the services rendered and the amount involved.

Mr. Smidt. Whatever amount it may be, that amount, under the present rulings and instructions of the department, would not go into the hands of the district attorney, but would go into the treasury, would it not?

Answer. Under the law, as I understand it, it would be applied to the payment of the expenses of the office, so far as it would go; and the balance, if any, would be paid into the treasury. I shall not undertake to speak authoritatively at all, because it is only a few days since the decision of the department at Washington has been received, stating that the district attorney would not be allowed to receive compensation in prize cases, and there has been no ruling as to what would be done with the proceeds of the costs. But I infer that the costs will be applied to the payment of the expenses of the office, and the surplus, if any, will be paid into the treasury.

Question. The fees of the district attorney's office, from all sources, much exceed his salary and the ordinary allowances to his assistants, clerks, &c., do they not?

Answer. I do not think they do.

Question. Not since the prize cases have come in?

Answer. Oh, no, sir.

Question. You think, then, the expenses would exceed the income of the office from all sources?

Answer. Yes, sir, undoubtedly.

Question. Then, if no portion of the proceeds of these captures is appropriated to the district attorney, it would be appropriated to the expenses of his office, and not be paid into the treasury, would it?

Answer. Undoubtedly.

Question Would it not go into the treasury at all?

Answer. Well, the law in reference to the payment of costs has become somewhat complicated under the operation of acts of Congress, and as to whether the money must actually be paid into the treasury, and then drawn out again, I cannot say. I understand that the prize costs received heretofore, to the extent of $3,500, have been appropriated to the expenses of the office.

Mr. Glassey. In your judgment, based upon your knowledge of the business, would the costs, in the cases not reported, amount to as much, in proportion, in each case, as in those which are reported?

Answer. They certainly would not; for, so far as they are reported in the circular letter, the proceeds are very small. In my judgment, great injustice has been done to this district in the statement made there, because the cases, where the property is large, and where the proceeds would be great, have been heavily contested, and the costs would not * * * * * * * but the costs in each case would depend on circumstances.

Question. Have you any doubt that the bills taxed in each individual case are as large as in those reported?

Answer. I could not attempt to state that, because the costs and disbursements differ very much in the prize cases generally. It depends on a variety of circumstances—upon how soon the property is disposed of; how long it remains in custody; whether there have been large bills of storage, &c.—and the district attorney's costs vary in different cases, according to the services rendered in each case.

Question. Would it be practicable to furnish in each case all the different costs in prize cases?

Answer. I suppose it could be done. They are all filed in the clerk's office. There is no bill of costs which has been taxed which is not filed there.

Question. Was any notice of taxation of costs in prize cases served by the district attorney?

Answer. I think notice of taxation was always served in every contested case.

Question. Served on whom?

Answer. On the proctor for the claimants, if there was one.

Question. Is it customary to serve notice on the counsel for captors?

Answer. I think he usually had notice.

Question. Did the district attorney and counsel for captors make up their bills together?

Answer. The district attorney made up his bills of costs at his convenience, and the counsel for captors made up his in the same way.

Question. Did they give notice to each other?

Answer. I think in most cases there was notice, sometimes written and sometimes verbal.

Question. Do you remember any instance in which Mr. Upton opposed the taxation of bills rendered by Mr. Smith?

Answer. I do not know that I do.

Question. Do you remember any instance in which Mr. Smith opposed any bill presented by Mr. Upton?

Answer. The district attorney was not called upon to either approve or oppose Mr. Upton's bills, as they were regulated by the Secretary of the Navy.

Question. I want to know the fact.

Answer. That is the fact. He did not oppose for the reasons I have stated.

Question. Would the district attorney's register show the present condition of all the prize cases in which the district attorney has presented bills?

Answer. Yes, sir, the register would show the condition.

Question. It would show just how long each case has been pending, and, if not disposed of, its present condition?

Answer. Yes, sir.

Question. Can you state about how many of the prize cases which have been commenced in this district have been finally disposed of by a decree of distribution?

Answer. There were entered last fall some fifty or sixty decrees of distribution, but owing to the reasons which I have stated, that the Navy Department could not make distribution with facility, it has been necessary to enter them over again. I think some forty or fifty of these have been entered over again, and the district attorney has been ready to enter all the others, but has been delayed in waiting for the marshal's disbursements.

Question. Then about fifty cases have been disposed of?

Answer. Yes, sir. I would not pretend to be entirely accurate as to the number, because it has come up recently. I keep lists on my desks of decrees which have been entered, and those ready to be entered. There are quite a number which have been ready on our part for some time to have the decrees entered, but we have been waiting to have the marshal's tax on his disbursements.

Question. How many cases are there in that condition?

Answer. I couldn't state; there are quite a number—fifteen or twenty.

Question. How many cases are waiting trial in the district court?

Answer. I think four or five. Two of these are very recent cases, the Peterhoff and the Springbok.

Question. How many cases are pending on appeal in the circuit court, either awaiting argument or decision?

Answer. I think about forty, all of which have been tried. About twenty-seven of these have been recently heard at the present term of the circuit court; the remainder have been argued at different times during the past two years, and are still undetermined.

Question. In these cases has the property generally remained in custody?

Answer. It would be difficult to make a statement as to that. There are a good number of prize vessels and cargoes remaining in custody, but the exact number I couldn't state without reference to the papers.

Question. What is the longest time that any case has remained undecided in the circuit court after trial on appeal?

Answer. A number of cases have been pending since the October term of 1861; cases which were argued at that time, and which have not yet been decided.

Mr. Benedict. Where does the district attorney get his payment? Who pays his salary, fees, costs, &c.?

Answer. Well, his costs in revenue cases are received from the clerk of the district court. His prize costs have been received from the marshal. In a certain class of revenue cases, where the property is acquitted, a bill is presented to the department at Washington.

Question. Where do the prize commissioners get theirs?

Answer. I presume from the marshal, but I do not know.

Question. And the counsel for captors?

Answer. I think from the marshal also.

Mr. Smith. What department of the office of the district attorney do you attend to besides prize?

Answer. The criminal part.

Question. During the last two years have there not been a great many investigations and cases under the laws for the suppression of the slave trade?

Answer. Yes, sir, there have been.

Question. Under the laws for the suppression of the slave trade prosecutions have been much more numerous and laborious than ever before?

Answer. Yes, sir.

Question. They have been attended to by you and by myself, have they not?

Answer. Yes, sir.

Question. What effect has this war had upon the business of the office other than prize?

Answer. It has increased the business of the office very much, independent of the prize business. When the war first broke out, a great many complaints were brought to our office for treason, and a number of criminal proceedings were instituted in respect to treason. A great many other cases were brought there and dismissed as not being proper cases to prosecute. The proceedings under the several laws known as confiscation laws have all arisen since the war, have been very numerous, and have brought a great deal of labor to the office. The suits also brought for the collection of the internal revenue may be almost considered as arising out of the war.

Question. Give some idea of the amount of the business of the office arising out of suits for the collection of the internal revenue.

Answer. The business of that character is very large, indeed, so far as the number of suits is concerned. I presume they are equal, if not greater, in number than all the suits that were pending in the office before the war commenced. I have understood that there have been from 100 to 150 suits commenced, and that there were 400 or 500 reported to our office for commencement which have not been instituted, but to be commenced as soon as possible.

Question. Will you state the force of the office during the part of your term which was before my appointment as district attorney?

Answer. When Judge Roosevelt was district attorney there were the district attorney himself, two assistants, three clerks, a copyist, and a messenger.

Question. What is the force now?

Answer. There are the district attorney, three assistants, two clerks, two copyists, and a messenger.

Question. Now I wish you to give a little idea of the difference between the amount of business now thrown upon and transacted by the office and that thrown upon and transacted by the office before my appointment.

Answer. I should think there was from five to ten times as much work done in the office now as was ever done before. There is the same amount of business now of the character of that before the war commenced, with the addition of this that has come in since, such as the prize, confiscation, and internal revenue cases. The principal business of the office prior to the time

that Mr. Smith became district attorney might be brought under three or four classes. There were suits brought against collectors for duties paid under protest; there were suits under the revenue laws *in rem* for forfeiture; there was a class of common lawsuits, some of them for penalties, and some of them against defaulting public officers; there were some few cases involving questions of title to real estate; there were some cases against postmasters; and there was also the criminal business of the office. There is as much or more business of these four descriptions transacted in the office now as there was then, with the addition now of the peculiar business which has arisen out of this war.

Question. Now, has or has not the accumulation of business which I found in the office when I came into it been increased or been reduced?

Answer. It has been very much reduced; the arrears of business have been very much decreased. There were a large number of collectors' cases pending, and a large number of these have been tried. There was a large number of cases *in rem;* these have been disposed of. There were cases connected with the slave trade, and a number of these have been disposed of.

Question. During the early months of my official term, can you remember about the number of prisoners and about the number of witnesses who stood committed in criminal cases for the United States?

Answer. I think there were some sixty or seventy witnesses in custody during a portion of the year 1861, soon after your accession to office, and a large number of criminals, the exact number I do not remember well enough to state; there might have been seventy or eighty witnesses and fifty or sixty criminals.

Question. How many criminals are waiting trial now and actually in custody?

Answer. I think there is but one man waiting trial now who has been indicted, and I believe there are five or six witnesses in that one case, and there are no other witnesses in custody but those in that case.

Question. These cases have nearly all been disposed of by trial and conviction, by trial and acquittal, or by trials and disagreements, and then a discharge of the prisoners, have they not?

Answer. Yes, sir.

Question. Now, suppose there had been no prize business, and we could have had the district court devoted to the revenue and other business which has been prepared for trial, what effect would that have had upon the despatch of business?

Answer. The calendar would have been cleared long ago, and the business would have been entirely done.

Question. About what were the office hours in that office prior to my appointment?

Answer. Well, I believe they would be about from ten in the morning to three, four, or five in the afternoon.

Question. What are the office hours now?

Answer. From half-past eight to six.

Question. Do not I myself, and you, and other persons in the office, frequently remain later than six o'clock?

Answer. Yes, sir. It has been of frequent occurrence for myself and several others in my office to remain during the evening.

Question. Where have you been in the habit of drawing most of the indictments?

Answer. I have drawn a great many of them at my boarding place.

Question. A great deal of work has been done at our residences, has there not?

Answer. Yes, sir.

Question. Do you think that the force of the office is as large as it ought to be, considering the amount of business?

Answer. I think not. I think the force could be increased with great advantage to the government by having several more clerks and perhaps another assistant, especially since the business of the internal revenue has come into the office.

Question. Do you think, in respect to the help and the force now there, that the amount of labor is just to the persons themselves?

Answer. I do not.

Question. You are aware that I recently waited upon the State district attorney, the counsel for the corporation of New York, and a number of gentlemen practicing in the United States courts, in respect to the salaries and expenses of the office? State in general terms what was the result of that inquiry as certified to by these officials and by the counsel referred to.

Answer. I believe that several gentlemen who had been connected with the office in times past, either as district attorneys or assistants, certified that the expenses of the office, including salaries of clerks and assistants, were, in their judgment, extremely moderate, considering the amount of business now done in the office, and I believe the corporation counsel and the State district attorney certified that the salaries paid in their respective offices to their assistants and clerks, were much larger in proportion, and in some cases absolutely larger, than in our office.

Question. Before my appointment what was the habit of district attorneys, whom you knew, in respect of keeping up their private practice? Did they not try and argue causes in courts on their own private account?

Answer. I think district attorneys in times heretofore have usually kept up their private practice to some extent. Judge Roosevelt attended to private affairs considerably, but as he came direct from the bench he did not have much law practice.

Question. What is your information in respect to the other district attorneys, such as Ogden Hoffman, John McKeon, Prescott Hall, Mr. O'Conor, and others?

Answer. I have always understood that they attended to and kept up their private practice. I also understood that prior to the act of 1853, the amounts realized by district attorneys from the office were very much larger than of late years, amounting to from $20,000 to $30,000 a year.

Question. Has there been any considerable amount of private business done in that office since I have been there?

Answer. There has not. I do not know of any private law business that has been done there.

Question. The business has been divided and apportioned by me, so that every person has his special duties, has it not?

Answer. Yes, sir, it has.

Question. Now, in respect to each branch of business which has been apportioned out to each assistant and clerk, what has been my habit in respect to it?

Answer. It has been your habit to exercise a general supervision and control in reference to all the classes of business in the office.

Question. Have I not attended specifically to each branch to a great degree?

Answer. You have.

Question. What amount of correspondence does the office involve?

Answer. In prize and revenue cases a very large correspondence, indeed, is required.

Question. With whom is it carried on?

Answer. With the Secretary of State, with the Secretary of the Navy,

Attorney General, Solicitor of the Treasury, and other departments of the government. There is also a large correspondence with individuals, also with the collector of the port.

Question. By whom are most of these letters written?

Answer. By yourself.

Question. Are any letters written in the office of consequence that are not either written by me or revised or altered in the draughts before they are copied to be sent?

Answer. I think there are none of importance which are not revised by you and examined previous to being sent.

Question. In respect to the forms of proceedings in prize cases, have these been established at our office or at Washington?

Answer. All that are in use in this district have been established in our office, and we have furnished the precedents for other districts.

Question. What effect upon the labor and perplexity in preparing these forms has the state of the law of prize had?

Answer. The several acts of Congress passed within the last two years have caused a great deal of embarrassment, and very much increased the labor of proceedings in prize causes.

Question. Since about the time the prize business commenced, monthly reports have been made to the Secretary of the Navy, have they not?

Answer. Yes, sir; a report is always made every month, stating all the proceedings which have been had during that month.

Question. In what form has that statement been made?

Answer. It has been made in a tabular form, which was devised by yourself. You made it before I took charge of prize cases.

Question. Do you recollect a letter from the Secretary of the Navy stating that that form had been adopted by him and prescribed to other district attorneys?

Answer. Yes, sir, I recollect your receiving such a letter.

Question. These prize cases commenced when?

Answer. I think in May, 1861.

Question. Did I receive any prize costs prior to 1862?

Answer. I think the first was in August, 1862.

Question. Have not almost all the costs in prize cases been received this year?

Answer. Yes, sir, nearly the whole since the first of January last.

Question. Suppose the accounting officers at Washington had allowed me compensation in prize cases; would it necessarily have taken a very large proportion of the costs, so far, to make up the maximum of $6,000 a year?

Answer. No, sir, it would not.

Question. Have you ever heard me instruct Mr. Rice as to making my bills of costs?

Answer. Yes, sir, I think I have. I think the instructions have been to make them out in accordance with the ruling of the court in the former cases where they had been already taxed.

Question. Do you remember that in these former cases I made out the taxed bills after consulting with Judge Betts, and took them to him, and that he revised them, and in some cases reduced the amount on the margin?

Answer. Yes, sir, I knew such was the case. I have frequently seen the bills.

Question. My instructions to Rice were to take those old bills, examine them, and make out all bills as nearly like them as possible?

Answer. Yes, sir, these were the instructions from yourself and from me whenever I had occasion to speak to him about it.

Question. You remember that I wrote to the accounting officers at Washington on this matter of prize, and also to the Secretary of the Interior?

Answer. Yes, sir.

Question. The question, as far as the Secretary of the Interior was concerned, was raised by me?

Answer. Yes, sir.

Question. Do you remember, in rendering my emolument return, I said, "excepting prize cases?"

Answer. Yes, sir, I recollect distinctly that that was put in.

Question. Do you know of any prize costs which are not a matter of record in the clerk's office?

Answer. No, sir, I do not.

Question. And, after a decree of distribution, certificates are sent on to show the whole matter to the departments at Washington?

Answer. Yes, sir; the decree itself shows the gross proceeds, the gross costs, and the net proceeds for distribution, and statements are sent on by the marshal, showing the costs paid to each party who receives them.

Mr. Smith. I am asking these questions now to meet what I suppose to be the object of counsel, Mr. Smidt, in putting and repeating the inquiries to which I this day excepted. I suppose that object to be—though I shall be very glad to be mistaken in that respect—aimed at the propriety of the proceedings of my office in respect to my taxed bills.

Mr. Andrews, has there ever been anything, in respect to this matter of costs, that has not been entirely open, aboveboard, and of record?

Answer. No, sir, there has not.

Question. What is the practical operation of the laws in respect to the expenses of my office as they are administered? Is it not to require the district attorney to advance the expenses of the office prior to the receipt of prize costs during this year, and to keep him in such advance, from $500 to $3,000, during a large portion of the year?

Answer. Yes, sir, that is the operation of the law.

Question. In theory the expenses of my office are payable quarterly?

Answer. Yes, sir, that is the law.

Question. The sources from which these expenses are obtained by me are several in number, from different departments of the government?

Answer. Yes, sir.

Question. Besides those which I recover here?

Answer. Yes, sir.

Question. These costs, however, are not nearly adequate, leaving out the prize costs, to meet the expenses of the office; consequently the district attorney has to advance the expenses of the office, and is always three to six months in advance of his receipts?

Answer. Yes, sir.

Question. And in making out my quarterly accounts I charge myself with costs which are due me, though they have not yet been paid?

Answer. Yes, sir.

Mr. Smidt. Isn't it true that the reason why you did not receive costs prior to the time you have mentioned was in great part owing to the fact that very few bills of costs were taxed down to September 27, 1862?

Answer. We, of course, could not receive costs until they were taxed. Certainly, that was the only reason.

Mr. Smith. Was there not a further embarrassment by reason of the conflicting character of the act and the joint resolution of July?

Answer. Yes, sir, there was a difficulty about that. That was the reason why they were not paid.

Examination of C. W. Ladd.

Mr. Upton. Were you interested, with a person named Jenkins, in the purchase of certain prize property?

Answer. I was, sir.

Question. Upon this purchase, were reclamations made or obtained?

Answer Yes, sir, on two of them, I believe.

Question. One of them was on a purchase of a quantity of shirting?

Answer. Yes, sir, five bales of shirting.

Question. In that case, do you know what Jenkins has testified to in regard to the reclamation?

Answer. Merely what I have heard stated by somebody else.

Question. Did you ever state to him that any fee, to any amount whatever, was paid, or agreed to be paid, to the counsel for captors for any service in obtaining that reclamation, or for not opposing it?

Answer. No, sir.

Question. Was any such fee, to your knowledge, ever paid, or did you ever hear from anybody that such fee was ever paid?

Answer. No, sir.

Question. From your interests in that purchase, would you not necessarily have known that fact if it had actually existed?

Answer. I should suppose so, sir.

Question. Now, as to the other reclamation; that was on a purchase of flannel?

Answer. Yes, sir.

Question. Your purchase was short in that case?

Answer. Yes, sir, it was short six pieces. I met Jenkins immediately after he was here as a witness, having heard from somebody that he had stated what he did as a fact. I told him of his mistake. I have merely been there as anybody else has, and in this reclamation my demand was that I purchased by the yard, and that the quantity should be in accordance with the number of yards on the catalogue. I told Jenkins that he must either have misunderstood me, or else that he falsely conceived something else I told him; but as for stating these facts, I deny it positively.

Question. Did you ever state to Mr. Jenkins, or to any person, that the quantity of flannel in that purchase, which was missing, was taken out from the gross quantity and distributed through the building in which the office of the marshal is?

Answer. No, sir, most positively I did not.

Mr. Glassey. You say you have no such knowledge?

Answer. No, sir, I have no knowledge of anything of the kind, and never have expressed any such knowledge; that I will declare. The returns made on the bills was done for us by Mr. Gray, and Mr. Jenkins told me of them. I believe Mr. Gray received two hundred dollars, by which we lost one hundred and fifty dollars on the transaction.

Question. Have you detailed all the conversation with Jenkins about that flannel?

Answer. I have, sir; I think I have, at all events.

Question. Have you not always found Mr. Jenkins to be an upright man?

Answer. Yes, sir; he always dealt justly and honorably with me.

Question. Did you ever know him to make any misrepresentation?

Answer. None whatever, sir.

Question. You are a son-in-law of Deputy Marshal Thompson, are you not?

Answer. I believe I am.

Question. Have you any doubt about it?

Answer. No, I hope not ; I think I am ; I am glad to say that I am, too.

Mr. Upton. Mr. Jenkins has not been long known to you, has he?

Answer. Only about six months or so.

Question. Have you heard, or, in fact, do you not know, that for a long time Mr. Jenkins has been on the most intimate terms with Mr. Draper, and is continually in there whenever he is down town?

Answer. Yes, sir, I think he says so.

Mr. Jordan. I understand that you have attended a good many of these sales?

Answer. Yes, sir.

Question. Have you any knowledge or information that any fee, or reward, or any inducements, material or otherwise, has ever been paid or offered to any officer connected with the sale of prize goods?

Answer. None that I know of. I have never myself paid one penny to anybody in that office for or on account of any purchase ; and I have never demanded anything but what I have got. I have had two cases of reclamation, and both times was successful.

Mr. Upton. I wish to make a brief explanation. The district attorney's assistant has just now testified that he was not aware of my having made opposition upon any occasion to the taxation of the costs of the district attorney. As it was unquestionably my duty to do so, it is proper that I should explain precisely what was done, and when. The subject of the district attorney's costs in prize proceedings was under discussion before Mr. Andrews assumed that portion of the business in the office of the district attorney. When the bills of the district attorney were first produced before the judge for taxation, I appeared and stated to the judge, as I did upon several subsequent occasions upon being notified to appear, that, although, in my judgment, the entire amount allowed to the district attorney would be taken from the navy pension fund and the captors, it was nevertheless his duty, under the plain terms of the act of March 25, 1862, to tax and allow to the district attorney, in the language of that act, "a fair, just, and reasonable compensation in each case." I desired him to understand that I had no opposition to make, and should make no opposition to his making on all occasions such an allowance, and I desired him to understand that I appeared for no other purpose, whenever the district attorney's bill was presented to him, than to request him to limit the allowance to such fair, just, and reasonable sum, and I should make no other opposition.

MAY 25, 1863.

Examination of Joseph Thompson, deputy marshal.

Mr. Glassey. You are now, and have been for many years, I believe, deputy United States marshal for the southern district of New York?

Answer. Yes, sir.

Question. Will you state what have been your duties in connexion with prize matters?

Answer. They have not been extensive in regard to prize. My branch of the business is the judiciary. That is my principal branch, though I have some supervision of the prize business.

Question. Who has had the immediate charge of the prize business?

Answer. My son has the immediate charge of keeping the accounts and balancing the books, together with two additional clerks in the office.

Question. Who received the bills sent to your office on account of or against prize property?

Answer. They have been submitted to the marshal invariably.

Question. Have you had anything to do with that part of the business?

Answer. Yes, sir; I have seen the bills, and examined a great many of them.

Question. Did you or Mr. Murray personally settle and adjust these bills?

Answer. Mr. Murray did that in all cases.

Question. Did he generally find the bills satisfactory?

Answer. I believe in almost all cases he considered them larger than they ought to be, and made deductions in every case where he thought them too large.

Question. Where have the prize goods been generally stored?

Answer. At Wheeler's stores, on the Atlantic docks, and at the Union stores of Ward & Gore.

Question. At no other place?

Answer. I think we have a few stored at the sheds adjoining Ward & Gore, but the generality of the goods have been stored either at Ward & Gore's or Wheeler's.

Question. Do you know what contract or agreement was made by the marshal with Ward & Gore?

Answer. I do not, sir. The usual storage in similar cases, I believe, was the only arrangement that was made.

Question. Do you know yourself what were the usual charges for storage?

Answer. No, I do not, sir. I conceive that there is a difference between prize property and the usual rates of mercantile storage, because prize property takes a great deal more room. Where you have to appraise them, of course, two or three floors have to be used, but I know nothing in regard to the amounts; am not conversant with them at all.

Question. When goods were appraised, was it done before the goods went into store?

Answer. No, sir. After having been discharged and put in the stores, they were then appraised by the prize commissioners, or by their direction. It could not be done without putting them in the stores.

Question. When that was done were they returned, or were they left in store till the time of sale?

Answer. Yes, sir, till the libel or monition was procured, when the marshal took charge, and he would not remove them under any circumstances, because of the expense.

Question. After the appraisal there was no occasion for disturbing the goods till the time of sale?

Answer. No, sir.

Question. That was usually a long time afterwards?

Answer. O, yes, several months.

Question. When the goods were to be sold, were they taken down, or disturbed, or the arrangement altered in any way?

Answer. The cases were opened, and samples of the different goods were displayed. They were classified, and catalogues made of them, as in the case of the Stettin and others.

Question. Whose business was it to prepare the goods for sale, and make the catalogues?

Answer. Generally the parties who appraised the goods.

Question. Was that done under your direction?

Answer. It was done jointly by me and the marshal. It was not a part of the duty of the auctioneer to examine the goods or make the catalogue.

Question. Do you know whether the bills for storage presented by Ward & Gore were objected to by the marshal?

Answer. Some of them were. I cannot say that all were, because some were small. For wharfage there is a regular charge which cannot be disputed, but storage is different; that may be higher than mercantile usage.

Question. In how many cases did the marshal find it necessary to reduce the bills of Ward & Gore?

Answer. I think in four or five cases—one in the case of the Stettin, another of the Andes, another of the Tubal Cain, and I do not recollect the others.

Question. What was the amount of reduction in these cases?

Answer. I think some fifteen per cent. in one case and thirty in another. The marshal concluded the bills were too high, and would not pay them. Ward & Gore were pressed for money—had rent to pay, &c. It was left out to referees, and they accepted the award, though protesting that it was altogether too small a sum for them to receive; but they wanted the money, and so they accepted the award of the referees. We have done the same with regard to Wheeler's bills, and others.

Question. How did Wheeler's bills compare with those of Ward & Gore?

Answer. He has never had as large an amount in store, or occupying so large a space, with one or two exceptions—that is, where they have been sold. We do not know what his bills may be when they are all presented. The bills of Ward & Gore exhibit the amount charged and the amount taken off by the referees.

Question. Have all the bills been taxed?

Answer. No, sir; not at all. We have to pay sometimes on account. Goods are on storage sometimes a year and a half or two years, and we have to keep a running account, taking care that they do not get more than is coming to them.

Question. Do you know whether the marshal has ever received any commission or allowance, or any interest, in the bills of storage?

Answer. No, sir.

Question. Do you know whether there was any agreement, directly or indirectly, by which he should be interested or receive any amount from those bills?

Answer. No, sir.

Question. Do you know whether the marshal has ever received any commission or allowance, or any interest, in the commissions of the auctioneer?

Answer. No, sir; not one cent of interest. Draper received and deducted his two and a half per cent. in every case, and I feel persuaded that he never had any understanding with the marshal, and I will swear that he never had with me, directly or indirectly.

Question. As to the weighers; it has been stated that they deducted ten per cent. from their bills; what became of that?

Answer. I do not know a word about that.

Mr. Upton. Mr. Draper says he did receive it, and credited it to the marshal.

Mr. Glassey. I know that; but I want to find out what Mr. Thompson knows about it.

Mr. Thompson. I do not know anything about it. I pledge you my word, I never knew a word about it.

Question. The fees and costs of the marshal are fixed by statute, are they?

Answer. Yes, sir; the marshal's earnings can never exceed a certain amount, and he has to pay in to government the difference between what he receives and the emolument of his office, which is $6,000 a year.

Question. Can you state whether the amount of the marshal's fees in prize cases, and taxed up to the present day, would equal or exceed the emolument allowed him by law?

Answer. Not up to the present time it would not; but they would amount to that for the last half year. The amounts in the different cases not yet taxed, and not yet received, would amount to more than that. The marshal

did not receive, until a week or two ago, even the first five bills, and we sent them on for payment over nine months ago.

Mr. Jordan. Where have they been?

Answer. In the Comptroller's office, in Washington, for the last nine months, and we never got the money till week before last. So it is, too, with the slave cases. We cannot get the costs till the property is sold and discharged. There's the Weather Gauge, a slave vessel; the storage in that case, which I have actually paid out, amounts to $13,000, and we have never received that back—not one dollar of it. The goods were all stored at Wheeler's stores, and the wharfage was there too. There are two prize cases in our possession now. Both of them were bonded, and before they were discharged we had to pay all the keeping and other expenses, amounting to $1,500, or so.

Mr. Jordan. The Interior Department has decided—on what grounds I do not know, as I have never examined the question myself—that the government is not liable to be called upon for these costs and expenses, in prize and other similar cases, until the litigation is ended, or, at all events, that the judiciary fund is not liable for the payment of these expenses. I confess that, without any special examination of the matter, in my opinion—and I have suggested it to officers—when such expenses were due, they should send in their bills and have them paid. It is all very true that you cannot have an execution against a party till judgment is rendered; but any officer called upon to perform any service may demand his expenses in advance. Why the government cannot pay these expenses I am at a loss to understand. I think it a bad decision practically, if not legally.

Mr. Thompson. We have to carry all these expenses along, whether five, ten, or twenty thousand dollars. On different vessels, in prize and the slave trade, the marshal and I alone raised $7,000 in expenses, due up to the 27th of February last.

Mr. Glassey. How many men have been employed by the marshal, since this prize business commenced, as keepers of vessels?

Answer. We have had fifteen, sixteen, and seventeen men. As one prize goes out we withdraw the keeper.

Question. Has the marshal in every prize case kept a keeper on board?

Answer. Yes, sir; he has appointed one; but whether he stays day or night, or not, I do not know. The keeper is paid for it, at all events. I do not think it would pay a man to stay on board day and night, and have to get three meals a day, for twenty shillings.

Question. It was stated by a man here that he had been on board a vessel as keeper, and did not get his pay?

Answer. That, I believe, was the Solferino. I understand the marshal is indebted to that man, and why he did not pay him I do not know.

Question. Does that charge of $2 50 per day for keeper go into the marshal's account?

Answer. It is charged as a disbursement. I have paid $10 in forty-eight hours, when a vessel is liable to go out into the stream.

Question. Have you been in the habit of attending the prize sales?

Answer. I have, sir.

Question. Do you remember the cargo of the Solidadcos?

Answer. I do.

Question. Do you remember who purchased the parcel of cotton sold at that time?

Answer. I think Underhill was the name.

Question. Do you know who that man is?

Answer. I do not, sir. He was represented to me at the sale as purchasing for one of the largest houses in the country, and that as soon as the coffee was weighed he would send up a check for the amount.

Question. No other deposit was taken for that?
Answer. No, sir.
Question. Do you remember the name of the house?
Answer. I do not, sir
Question. How soon after the sale was that coffee weighed?
Answer. That I cannot tell without reference to the books or papers.
Question. Do you remember who was the weigher?
Answer. I think Mr. Thurber was.
Question. Do you remember the appearance of that coffee?
Answer. I do not. I was there only half an hour or so before the sale, and a great many other parties were there.
Question. How was it displayed?
Answer. Well, it was in a kind of ring; the large bags outside, and the small ones inside. The front pile was higher than the back pile.
Question. Could the purchasers perceive any difference in the size of the bags?
Answer. Oh, yes; any one could see that.
Question. What was the extent of the difference?
Answer. I do not know; I had no interest in it.
Question. Was any question ever raised in your office as to the accuracy of the weigher's return?
Answer. Yes, sir.
Question. By whom?
Answer. By John H. Draper.
Question. Did you make any investigation about that?
Answer. No, sir; I left it to the marshal.
Question. Did you ever hear of the result of that?
Answer. I understood that the marshal ordered the arrest of Thurber, and he was present at the examination before Mr. Draper with Thurber, and that Thurber got his account of it, and swore to the correctness of it, and that Draper was satisfied. He mentioned to the marshal at the same time that I had some interest in the matter. The marshal said he thought I had some interest in it, and I went down to Mr. Draper and said to him that I had been too long in that office to have a suspicion of that kind against me, and I demanded an investigation,.and he was satisfied. Some two or three weeks after that he wrote the marshal a letter saying that he was perfectly satisfied.
Question. Have you ever been interested in any of these sales?
Answer. Never to the amount of a dollar, directly or indirectly. I have, unfortunately, been interested in some goods purchased by others, and found them to be very far from the goods I thought them to be, but I have never made a reclamation myself, nor through others, and never should, if I lost the whole amount.
Question. (The witness is shown Exhibit 33.) Do you recognize that as the letter which Mr. Draper sent to Mr. Murray in regard to the Solidadcos?
Answer. Yes, sir; that is the letter. It is signed by John H. Draper, and Mr. Murray called into my private office and read it to me.
Question. Has it been the custom to require a deposit from purchasers at these sales?
Answer. No, sir, not till recently. We have had a great deal of trouble on account of reclamations. We had a correspondence with the department on the subject, and recently they have required a deposit in every case, even if Astor bought. That has only been exacted within the last four or five sales.
Question. Did all the purchasers at the sale of the Scotia make a deposit?
Answer. No, sir; they did not all. It is a difficult matter to follow up the purchasers so closely as to take a deposit as they go along; but in al-

most every case we get a deposit, and we see the advantage of it, because there are very few goods left over now.

Question. Did any of the parties who did not make deposits fail to make payment and take the goods?

Answer. No, sir; I think it was where parties had made deposits that they requested an allowance, or did not take the goods.

Question. Do you remember the sale of the cargo of the Stettin?

Answer. I was present at that sale.

Question. Do you remember large quantities of goods purchased by Smith & Holmes which were not taken?

Answer. Yes, sir.

Question. Do you know whether any effort was made to find these men?

Answer. I did not make any effort, because Mr. Draper said he was acquainted with the firm and they were all right. They were bidding very wildly, as I thought—not as partners, because they were distinct, as I understood.

Question. After you found that they did not take the goods you made no effort to find them?

Answer. I couldn't make any effort. I never heard who they were. I supposed they were myths, from all accounts.

Question. How did these goods sell the second time?

Answer. There was some loss from the first sale, but they brought more than fifteen per cent. above their value.

Question. Were any measures taken at the second sale to compel the purchasers to take their goods?

Answer. No, sir; we would not take some bids at that sale, and the goods were sold over again, even a third time.

Question. Do you know of Ward & Gore purchasing goods which they did not take?

Answer. I have heard that they bought goods which they did not take.

Question. Were you acquainted with Mr. Newell?

Answer. No, sir.

Question. Newell bought eight hundred and eighty bags of coffee, and by order of the marshal it was delivered to him at a less price than he bid?

Answer. No, sir; not by order of the marshal. It was done by the consent of the district attorney and prize commissioners.

Question. The order was made by the marshal, and signed by him?

Answer. The marshal does what other parties agree to. The consent will speak for itself. It is in the hands of Mr. Draper.

Question. Do you know about that particular case—on what grounds that reduction of bid was allowed?

Answer. I do not know, except that it was damaged. Some of it was "black as your hat." I should think a large quantity of it was damaged. It was very different from that which was exposed as a fair sample of the coffee.

Question. Were there no affidavits in the case?

Answer. No, sir; I never saw any affidavits. I think Mr. Murray went over afterwards and examined it personally. I had no interest in it in any shape or form, nor in any of the cases of reclamation.

Question. How long is it since the marshal has been giving permits to dealers to see the goods before the sales?

Answer. Well, not for any long time. In fact, I think he never has given any himself. I think I have done it myself.

Question. Has that been practiced for some time?

Answer. Yes, sir, but not till immediately before the sale; two or three days before.

Question. Has the marshal been in the habit of giving such permits as a rule?

Question. No, sir; it would be unsafe, because government would be defrauded to a large amount. In one case I saw parties seizing some goods and carrying them away, and therefore it is only when we know a purchaser as really a purchaser and a respectable man, that we give a permit to see the goods. Lately, however, we have given permits two days before the sale. Mr. Wood, I think, has applied to me in several instances, and I have given him an order in two or three instances. He came to my house, and to the office, to see me about it, and was desirous of seeing the goods before the sale so as to make a speculation, if he could. I referred him to Mr. Murray, but he and the marshal didn't agree very well, and I do not think he got the order.

Mr. Smith. You have been a long time in the marshal's office?

Answer. Yes, sir, twenty-two years.

Question. You are more familiar than any other man in the city with the affairs of that office?

Answer. Yes, sir; I should think I ought to be more than any other man.

Question. Can you give us the amount of insurance which the marshal has taken out upon prize property brought into this port?

Answer. I think I can. He has about or nearly two millions running all the time in the "Fulton Insurance Company." It is within a trifle of two millions on Wheeler's stores and the Union stores, and on the different cargoes.

Question. Is it all insured in one company?

Answer. Yes, sir, in the "Fulton Insurance Company."

Question. Can you give us about the whole amount of prize property brought into this port since the rebellion began?

Answer. That I couldn't do. It probably might be three millions. It is coming and disappearing all the time.

Question. At times you have had as much as two millions in port, have you not?

Answer. I think we have about that all the time.

Question. You have not had occasion, then, to adjust that amount of insurance by reason of any excess?

Answer. That may be so; but we do not charge anything more than we are entitled to. We charge one per cent. for prize property in our custody. If it is in our custody only two or three days, we do not charge anything.

Question. As between the marshal and the insurance company, have you had occasion to adjust the amount of the policy running?

Answer. No, sir; because we have always more than two millions.

Question. You say you charge as against the prize property one per cent. upon the amount of that property when it comes to be sold?

Answer. Yes, sir.

Question. Suppose that property remains here one month; it would be at the rate of one per cent. on the property per annum? Then it would be one-twelfth of one per cent. per month?

Answer. That would depend upon circumstances. When we first began we insured for three months, then for six months, and now for a year. It is a different business from what we have been heretofore engaged in. There was an error discovered in the case of the Troy, and I adjusted it to suit your own notions.

Question. I understand you to say that if the property remained there one year, it would be one per cent., and for a shorter period it would be at that rate?

Answer. Yes, sir, at that rate.

Question. Now, then, have you any knowledge of prize property being kept in warehouses an unnecessary length of time, or of vessels being kept in the hands of ship-keepers longer than was necessary?

Answer. Not that I know of, for if we got an order from court, we would be glad to sell and realize the expenses.

Question. Has it come to your knowledge that goods have been taken from these warehouses prior to sale?

Answer. There may have been a case where a sample was taken out, but no goods have been taken from any store or vessel before a sale.

Question. Do you know of any officers connected with these prize cases being interested in sales or reductions, or reclamations after sales?

Answer. I do not in any one instance.

Question. I understand from some of the witnesses that the chronometers and nautical instruments remain in the hands of the marshal, with the exception of some twenty or thirty of the first prize cases?

Answer. I know that in the marshal's closet or safe there are some chronometers and instruments, but he cannot deliver them up without an order from the prize commissioners and counsel for captors.

Question. They are, however, quite valuable, are they not?

Answer. I do not know the value.

Question. Have they been remaining any length of time in the hands of the marshal?

Answer. I think very likely they have. Some of them have been delivered up, but how many are remaining I do not know. I never had any of them in my charge.

Question. Who are the auctioneers now employed by the marshal?

Answer. Burdett, Jones & Co. have made all the sales since our last instructions. The reason assigned for the change in auctioneers is, that Mr. Draper has invariably deducted his commissions from proceeds in his hands.

Question. Is not that the general practice with auctioneers?

Answer. Mr. Ludlow and others have always deducted the amounts of the auctioneers' fees. It was in consequence of Mr. Draper's deducting $3,500 that the marshal and he had some misunderstanding. That deduction was made after consent given by the counsel for captors and the district attorney that Mr. Draper might, up to a certain date—I think the 9th of November—receive the two and a half per cent., as charged and deducted on previous sales. Subsequent to that time he had several sales, the commissions of which amounted to $3,500, which he refused to refund, and the marshal said, "You cannot have any more sales till you refund the $3,500." Draper said he would give a bond for the amount, which was agreed to; but when I took to him the bond, which he said he would give for the return of the $3,500, if found to be just, he said "he would be d——d if he would give it." He said it might be taxed by Judge Betts, and he would carry it up to the court of highest resort.

Question. Are either of the firm of Burdett, Jones & Co. in any way related or connected with any of the officers having control over prize matters here?

Answer. I do not know; they are no connexions of mine, nor of Mr. Murray. I do not know whether they are of the prize commissioners or not.

Question. Can you give us a general idea of what the marshal's costs in all prize cases now in port would amount to, including disbursements?

Answer. No, sir, I could not do it. It would be utterly impossible, because cargoes may be kept here a year or two years, according to Judge Nelson's decision. You can easily arrive at his net costs by taking two and a half per cent. upon the first $500, and one and a quarter per cent. upon the balance of the gross proceeds of any sale.

Question. The two and a half per cent. is reckoned also upon his disbursements, whatever they may be?

Answer. Yes; but take notice, the excess over $6,000 per annum is paid into the treasury under oath.

Question. It would be an advantage, then, to make these disbursements rather large?

Answer. It could not be any benefit to him, for he gets only $6,000 a year. I would sooner have one-tithe of the business we have now, because it keeps me at it all day and all night sometimes.

Judge Kirkland. Now, the marshal's salary is fixed at $6,000 a year, and this prize business gives him no additional perquisite at all?

Answer. Not one dollar. He has to account for every dollar.

Question. Suppose his receipts do not come up to $6,000 a year; would he not receive his full salary of $6,000 from the government?

Answer. No, sir; if it doesn't come up to that he has to pocket the loss; but if it goes over $6000, he has to pay over the surplus to the government.

Mr. Upton. Do you recollect of Mr. Draper's being informed that the district attorney and counsel for captors had been instructed to withhold consent to an allowance of two and a half per cent. to the auctioneer from the proceeds of prize sales?

Answer. Yes, sir.

Question. Now, I do not want to know what Draper said on that occasion, unless you choose to state it; but prior to that time, did you ever hear from Mr. Draper any complaint whatever of the character of these charges which are the subject of this investigation in relation to adjudications or sales of prize property?

Answer. Yes, sir; there was a complaint in the case of the Solidadcos, which I heard prior to that notice; but with that exception, I never heard a single complaint. With the exception of that, which he was satisfied with afterwards, there was no complaint that I know of.

Question. Did you ever hear any complaint prior to that notice, in which the persons officially connected with prize adjudications or sales were implicated?

Answer. No. sir.

Question. Have not all the complaints of which you have heard proceeded according to your information and belief from Simeon Draper, directly or indirectly?

Answer. Well, yes, sir, from him or John H. Draper. I have never had any unpleasant feeling with them myself.

Question. In any conversation you have had since the information was given to him of opposition to his claim of two and a half per cent. commission, what has he said in relation to the cause of proceeding he designed to take by way of threat or intimidation, or otherwise, or what language has he used?

Answer. He has intimated that there was a ring up there, and "he would be d——d if he wouldn't break it up, and he would have his two and a half per cent., if they did tax it."

Question. Was not the language used, that "if we would let him alone, he would let us alone?"

Answer. That remark was made to the marshal. The marshal repeated it to me, but I did not hear it from Mr. Draper.

Question. What proposition did Mr. Wood make to you when he called at your house?

Answer. He called to make a proposition to go over and examine the goods beforehand, and said he would make it right with me by dividing the profits.

Question. Was it his proposition that he should have facilities that others did not have?

Answer. It was, sir, or he would not have asked permission. He stated here that you accepted his proposition I told the marshal about it the next morning, and said that I shouldn't give him any order whatever. He knows that himself, and he cannot show any order I ever gave him.

Question. It has been stated here by Draper & Son that upon no occasion was money applied for as proceeds of prize sales by the marshal without its being immediately paid; and if any was required to be paid on account before the sale, it was always done.

Answer. Perhaps that was generally so. I know of only one case where it was not, and that was the Stettin. In that case I called for the proceeds, and he said the sale would be closed in two or three days, and then he would pay. Then I sent my son down afterwards, and again he said the sale would be closed in two or three days. Then I sent again, and he said there were two or three parcels—blankets, &c.—left over; and I told him to throw the blankets out, so as to get the sale closed up and out of the way.

Question. Did you, in a letter, demand payment of him, and direct him to leave out the blankets?

Answer. Yes, sir.

Question. How long was it after that before you got paid?

Answer. It was at least a week after that specific demand.

Judge Kirkland. Did Draper ever make any default in his payments?

Answer. No, sir; I did not say so. I was answering the question of Mr. Upton about delays, not about default in payment.

Mr. Benedict. You have stated how accounts are passed in the marshal's office; do you not know that it has been the practice of the marshal, under every administration, to accept or object to bills for disbursements when they were too large?

Answer. Yes, sir.

Question. It has been a common thing to cut them down more or less?

Answer. Yes, sir.

Question. Is it not also true that it has been necessary to say to parties who came with their bills that he could not pay them then, because there were no funds?

Answer. Yes, sir; they frequently have to wait a great length of time till we get the funds. The marshal has had to carry a heavy fund himself, sometimes as high as $20,000, and trust to time to get it.

Question. Are not these bills subject to criticism, trial, controversy, &c.?

Answer. Yes, sir?

Question. Is not that always severe?

Answer. Yes, sir, it is.

Question. Do you not know that every marshal has had his bills objected to and cut down by the Comptroller of the Treasury?

Answer. Yes, sir.

Question. The marshals always insisting that their bills were correct, and according to precedent?

Answer. Yes, sir. The Comptroller puts what construction he likes upon the taxation of the judge.

Question. Now, isn't it true that every man whose bills have been rendered has been compelled, from the necessities of his position, to submit to these deductions, although he believed them unjust?

Answer. Yes, sir.

Question. And it has never been considered evidence of fraud that his bill was cut down?

Answer. Oh, no, sir. We always understood his necessities, and if they were great he would submit to a reduction. It is only where the case is closed that he can get his money. Unless we choose to advance him something, he may have to wait a year, or longer. I know Wheeler has wanted money frequently, and it is so with every one. There is no time since Mr. Murray has been marshal that he has not had to carry a burden of $15,000 or $20,000, or more. This prize business has increased that burden. It has required entirely new arrangements for business in the office. We had to employ four additional clerks in consequence, and yet we have not enough.

Question. Was there a special watchman employed, on the part of the marshal, over the vessels where some goods were taken away while in the custody of Ward & Gore?

Answer. Yes, sir, there was an especial watch—four or five of them. I have attended every one of the prize sales but two.

Question. From whom do you get the information that prize property purchased and not claimed must be sold over again?

Answer. From the auctioneer, previous to the late order; that is the only way we could learn it.

Question. Do you remember that Mr. Gore was at the third sale of the Stettin of unclaimed goods, and protested against the sale?

Answer. Yes, sir; I remember that protest.

Question. Was it your business to look up purchasers who bid on goods?

Answer. No, sir.

Question. Do you know about the position and respectability of Ward & Gore?

Answer. I have always found them perfectly respectable and honorable men, as far as I have had any transactions with them. I do not speak of any charges against them, but I am merely speaking of their general character.

Examination of Hon. Robert Murray, U. S. Marshal.

Mr. Smidt. I understand that you insure the prize goods which come into this port in a manner known as an "open policy?"

Answer I have been in the habit of insuring them in that way, but I have changed it. About the 1st of May, this year, I found it cheaper to adopt another method, and therefore changed.

Question. What amount did you insure of prize goods in this port?

Answer. I think about a million and a half, if I recollect right.

Question. Was that policy distinct and separate from policies on other property?

Answer. Yes, sir; it was on prize property exclusively.

Question. Was that amount insured exclusively in one company?

Answer. I got the surveyor of one company to attend to the business for me. It saved me the hiring of an additional clerk.

Question. What premium did you pay on this insurance?

Answer. I would rather look at the papers before answering that question. I will do so, and send the answer.

Question. In what way, or by what method, did you charge insurance against prize property brought into this port?

Answer. In the same ratio which we paid, sir.

Question. What particular assistant or clerk in your office was the duty imposed upon of adjusting these charges of insurance against prize property?

Answer. A young man named Thompson.

Question. Do you know about the whole value of the prize property brought into this port since the rebellion commenced?

Answer. No, sir; it is a mere approximation every time we insure a cargo. I cannot make an approximation now without looking at the papers. I will do so, and hand it in in the morning.

Question. Where was this property so insured generally stored?

Answer. A large amount in Wheeler's stores, and a large amount in the Union stores.

Question. Under what arrangement did this property go into these stores?

Answer. Under the usual charges for storage and labor.

Question. On light articles?

Answer. On goods generally, without mentioning the kinds. These prize cargoes consist of everything.

Question. Can you give us about the average amount of prize property on hand now?

Answer. It would be a mere approximation, you know, but I should judge about $2,500,000.

Question. The amount now on hand is larger than the average, is it not?

Answer. Much larger.

Question. Do you know of any instance in which prize property has been kept on storage or in the hands of ship-keepers longer than necessary? and if so, the reason for it?

Answer. I do not know of any instance after the writ of sale comes into my hands. I cannot sell until after the appraisement is filed, and this appraising business is very laborious and tedious. They have to open every package. I have known them to take ninety days to appraise a cargo. The matter of the vessels is very different. That can be done in a short time.

Question. The chronometers connected with prize vessels have remained in your hands undisposed of, have they not?

Answer. I have got a large number of chronometers in my hands.

Question. Why isn't some action taken to dispose of them?

Answer. That isn't for me to say.

Question. Who has to say about that?

Answer. It is for the court to say. I found on examination that we had captured and recaptured one certain chronometer five different times in the early part of prize captures, when we were in the habit of giving them up as "personal effects," and we got an order from the Secretary of the Navy to retain the chronometers. In the early part of the war we not only surrendered the chronometers, but let the "blockade runners" go. We had men whom we captured five or six times. Now, when we capture them, we send them to Fort Lafayette.

Question. Who are the auctioneers now employed to make sales in prize cases?

Answer. Burdett, Jones & Company.

Question. Are they connected by marriage or in any other way with one of the prize commissioners?

Answer. Not that I know of.

Mr. Upton. Do you remember of having informed Mr. Draper, who was the auctioneer of this prize property, that the district attorney and the counsel for captors had been instructed no longer to consent to the allowance of his commission of two and a half per cent., which up to a certain time had been in your bills of disbursements as paid to him for making sale of prize property?

Answer. I do, sir.

Question. Now, let me call your attention to an interview which you

had with him, and please tell us if he stated anything in that interview—and if anything, what—in relation to Prize Commissioner Elliott and myself in connexion with his proceedings in regard to these charges now under investigation? What did he say, and what transpired?

Answer. He called into my office about 4 o'clock in the afternoon in apparently a very high state of excitement. Said he, "I'm going to send these two s——s of b——s to Fort Lafayette." Said I, "Whom do you mean?" Says he, "Elliott and Upton;" said he, "I thought I would come and see you before executing the order. I want you to say to them, if they will let me alone I will let them alone." I said, "I cannot carry a message of that kind," and there the interview ended.

Question. Now, with the exception of the sale of coffee by the Solidadcos, which, I think it has been stated, was about the first prize sale made where there was a suspicion of fraud in the weighing, and complaint made by Draper, which, however, was examined into by him, and he became satisfied that there was nothing in it—with that exception, did you ever hear any complaint against any person connected with prize adjudications or sales, of the character of these which are undergoing investigation now, prior to the time of which you have spoken, to wit, that interview with Draper?

Answer. I have not, sir.

Mr. Benedict. Did you usually attend the prize sales?

Answer. Most generally, sir.

Question. Did you attend to the discharging of the prize cargoes?

Answer. If it is a particular kind of vessel, like the Peterhoff or the Springbok, I give it my personal attention.

Question. I have in my hand a copy of the order made by the court in the case of the Peterhoff. You have seen that order, of course?

Answer. Yes, sir.

Question. I thought of putting in this paper for the purpose of showing how these cargoes are put into stores. You attended in that case?

Answer. Yes, sir.

Question. You recognize that as the order of the court?

Answer. Yes, sir.

Question. Is this the kind of examination?

Answer. Yes, sir, generally so.

Question. It is necessary to make an inventory and an appraisement?

Answer. Yes, sir.

Question. It is necessary to have a pier and a wharf, where vessels of large draught may lie?

Answer. Yes, sir.

Question. And an open place to discharge?

Answer. Yes, sir.

Question. To have a large store, where a cargo may be opened and spread out: isn't that absolutely necessary? Isn't it necessary to have a place to put packages in order?

Answer. Yes, sir.

Question. If packages come out of the vessel in bad order, you have to repair them; often have to resort to cooperage on the spot?

Answer. Yes, sir.

Question. Isn't it necessary to have a large, spacious room for sale—a large place, where a mixed audience can assemble?

Answer. Yes, sir.

Question. Isn't it necessary, and hasn't it been the practice, to spread the goods about?

Answer. It requires a vast deal of room.

Question. How much prize property have you stored with Ward & Gore, and how much with Wheeler?

Answer. About half and half.

Question. The bills rendered for storage, have you generally been satisfied with them?

Answer. No, sir; I have not been satisfied with any of them. I have not been satisfied with any bill from insurance men, from steamboatmen, from carmen. There has never been a bill presented from any of them that I have not made a deduction from. There may have been one or two among all the bills presented to me which may have escaped my attention. The Secretary of the Navy expects me to scrutinize these bills very closely, and I have done so. I cut them down as much as I can get off, with a view to the interests of the government. On the other hand, the men present their bills, and try to get as much as they can.

Question. Your disbursement account goes to the government, and is overhauled there?

Answer. Yes, sir; a copy goes to the Treasury Department, and another to the Navy Department.

Question. You furnish receipts of your payments to the court, and merely send the aggregate to Washington?

Answer. The court imposes upon me an affidavit which I have to make in each case It is a blank form of my bill of costs. That I present to the judge before he taxes the bills.—(Exhibit 48.)

Question. So that the persons who present bills have to put you in such a situation as that you can swear to the correctness of the bill?

Answer. That's it, sir.

Question. And, therefore, you find them sometimes submitting to deductions?

Answer. Well, in all cases they submit to deductions. I am pretty familiar with shipping and warehousing, and know what the bills ought to be almost always.

Question. Have you any reason to believe that any prize property was stolen from these stores?

Answer. No, sir.

Question. You have heard rumors of that kind, have you not?

Answer. Yes, sir. Mr. Draper, I think, a year ago last summer, asked me if I knew Mr. Kelsey. I said no. He said, "You had better see him; he will give you valuable information." I said, "Send him to me." The next day Kelsey called, and told me terrible stories about robbery and thievery over there at the Union stores. I got alarmed, and called on Superintendent Kennedy to detail me four policemen. He couldn't let me have but two. I placed them and two of my own men on the watch night and day. Nobody knew that but myself. After some days I learned that it was all on account of a personal difficulty between Kelsey and Ward & Gore; and there being no necessity for any further alarm, I took the men off. I had reports morning and evening from the men as to the safety of the cargoes.

Question. It has been stated that you prohibited one of these gentlemen, Ward & Gore, from entering your office, or language of that sort. Now, I want to know if it be not true that Ward & Gore are men in good and respectable standing in business?

Answer. If I entertained any other opinion, I would not trust that property in their stores an hour. I am free to state that I have had difficulties with all these men. They come into my office, and excite me a little, and I may have said things I ought not to have said, but it would all pass off in a day or two. I felt in this position that if I allowed a bill against this

prize property which ought not to be allowed, the time would come when I could not convince people that I had not some interest in these charges, and I have never had a dollar of interest in any way or shape.

Question. Did you ever have any doubt about the responsibility of Ward & Gore ?

Answer. No, sir.

Question. Did you ever forbid them in your office ?

Answer. No, sir, never ; and they are now in my office every day.

Question. Have you ever had any insurance on their stores specifically ?

Answer. Yes, sir, on the property there.

Question. Do you pay the same rate of insurance for property there as elsewhere ?

Answer. Yes, sir. But it depends upon what kind of cargo it is. For some cargoes I have to pay more, but generally I pay the same that I do at Wheeler's.

Question. Is it not true now that the lofts of the Union stores are in the sole control and under the seal of the prize commissioners, by order of the court, so that nobody can get to them ?

Answer. Yes, sir.

Question. Now, about allowing purchasers to have an advantage over others in looking over prize property before the sale ?

Answer. I never heard of it, sir.

Question. Did you ever exercise any favoritism in that respect ?

Answer. No, sir.

Question. Would you think it proper for Ward & Gore to allow persons in those lofts to look at goods ?

Answer. No, sir; and no man could look at this property without a 'permit" from me. It would not do. I found that out soon after the sale commenced. I found about all the thieves in New York attended these sales for the purpose of stealing.

Question. Have you had any reason to believe that this property was sacrificed at these sales ?

Answer. I never heard of such a complaint. No, sir. The general complaint was that the property usually sold 25 per cent. higher than you could duplicate it for at the stores in New York. I never knew of but one good bargain, and that was a steamer. Generally, the goods brought more than they were really worth.

Question. Do you think that any more exhibition of that property, or any more time allowed for its examination, would have made it bring more ?

Answer. I do not. We have exhibited it the best we could. We had to watch it very closely. I have had sixteen officers there at a time, and they could not keep them from stealing. The very last sale I had they stole some samples.

Mr. Smidt. How do the prices under the later sales compare with the earlier sales ?

Answer. Well, goods are not so high now in consequence of the fall in gold.

Judge Kirkland I understand that you have a fixed salary of $6,000 a year ?

Answer. No, sir. Provided I can make it, I do.

Question. Out of the moneys which you receive in your office you are to pay the expenses ?

Answer. Yes, sir.

Question. What would these expenses be ?

Answer. I could not tell exactly. In this prize business, of course, I require three or four additional clerks, and I have three additional deputies.

That's all the additional help I have got, with the exception of a matter entirely private between the department and myself. That relates to the African slave trade. The men connected with that come to my house and I pay them there.

Question. Is rent any part of the expense of your office?

Answer. No, sir.

Question. Is insurance?

Answer. No, sir.

Question. Are the books you have?

Answer. Those we have to pay out of the earnings of the office.

Question. Then the various expenses, including your own salary, have to be paid out of the earnings?

Answer. Yes, sir.

Question. Have you any source of revenue excepting these two-and-a-half and one-and-a-quarter per cent commission?

Answer. No, sir.

Question. Have you other expenses besides those relating to the prize business?

Answer. Some small expenses.

Question. Now, the sums you receive go to pay the general expenses of your office?

Answer. Yes, sir. Suppose I earn enough out of the other business of my office to pay the entire expenses, and also to give me my entire maximum of salary. Then I do this whole business for prize captors for nothing.

Mr. Upton. The marshal makes an agreement to perform *all* the duties of his office for $6,000 a year. The government gets the benefit of his services, and the expenses come out of the pockets of the captors.

Mr. Jordan. The question for the future is, whether the government is going to adopt the policy of charging these captors for the services of its officers. If the government feels disposed to say that it cannot furnish district attorneys, marshals, and other officers to receive these goods, retain them in custody, and dispose of them without charging upon the captors some part of the compensation which the government allows to these persons, why then it will continue this operation in some form; on the other hand, they will pay them the sums which they are entitled to.

Judge Kirkland. Now, let us assume that your commissions for the two years you have been in office amount to about $50,000. Now, if your receipts from your commissions should be this amount for the two years or so that you have been in office, would not the receipts of these commissions pay all the expenses of your office, including your three deputies, clerks, and everything else?

Answer. O, yes, sir. It would pay everything.

Question. That's what I want to know, because in that case the captors really pay all the expenses of your office.

Mr. Jordan. Have you any knowledge of any officer or person connected with these prize proceedings, either in the custody or the sale of prize property, or the custody or disposition of the proceeds of the sales, being offered or having received any fee or reward in money or anything of value, or any advantage of a personal nature, for any service rendered or to be rendered, or any favor or advantage given, or to be afforded, in connexion with that prize property, other than what is allowed by law and properly exhibited in the papers and records connected with the prize proceedings themselves?

Answer. I have not, sir.

Question. Have you any knowledge that any officer or other person charged with any duty in connexion with these proceedings has any interest in any sales that have been made of prize property?

Answer. I know of none, sir.

Question. What are the chief items of expenses connected with the custody and disposition of this property?

Answer. Storage, wharfage, and labor.

Question. There is insurance, is there not?

Answer. Yes, sir; but that is a small part of the expense.

Question. What does wharfage include? Does it include the care and oversight of vessels?

Answer. No, sir; that is included in labor.

Question. Now, in regard to labor which has been charged for and allowed; of what does that consist?

Answer. Labor in discharging the vessel, putting goods in store, arranging the same for appraisement, repairing, and all that kind of thing.

Question. How about guarding the vessels?

Answer. That's another matter The law gives me $2 50 for twenty-four hours' service in guarding the vessels, for one man on board each vessel that is a prize or in my custody, and I cannot procure the proper kind of men who will do that service for a less sum.

Question. Do you charge the $2 50 regularly for the custody of each vessel?

Answer. Yes, sir.

Question. That is the regular per diem in addition to other expenses?

Answer. Yes, sir.

Question. Have the services which are contemplated by the law been actually rendered?

Answer. I think they have.

Question. You think if you had made out the accounts upon the actual service performed, they would have equalled the actual service?

Answer. Yes, sir.

Question. Have you ever charged on labor account any sums not expended?

Answer. Never, sir.

Question. Have you paid the ordinary wages, or have you paid more than the ordinary wages?

Answer. I have always procured labor at as cheap a rate as I could.

Question. As to wharfage, what has been the character of the charges made on that account?

Answer. The rate of wharfage is regulated by the laws of the State of New York. There is a provision in our statute that a person who owns a wharf after a vessel has lain up to it a certain time, can charge double wharfage after notification. We have men who do not take advantage of that, and we have never paid more than the single rate allowed by the statute.

Question. In regard to the storage of these goods: how have the rates compared with ordinary rates?

Answer. I think about double; in some cases a little over double.

Question. To what is that access attributable?

Answer. To the large quantity of room required to store, and the display we must make on the day of sale.

Question. What, in your judgment, is the character of that allowance for storage, taking into consideration these circumstances to which you allude? Is the amount reasonable?

Answer. I think I have made it reasonable by cutting down the bills.

Question. You think, then, in view of the character of the men and the stores employed by you, and the trouble to the storekeepers, and all the

other circumstances attending the storage of them, that the allowance actually made is no more than reasonable?

Answer. I think so—yes, sir.

Question. And your experience entitles you to know?

Answer. Yes, sir. I have been harbormaster in this city five years. In any question of storage where I had any doubt about it, I had the privilege of calling on the first merchants of New York to get a general idea of what was the usual mercantile rate, and then I could fix what I ought in justice to allow.

Question. What would have been the result had you sought for storage in this city?

Answer. Oh, much heavier, and heavier rate of insurance, and additional charges for cartage.

Question. Are there stores on this side so accessible?

Answer. No, sir.

Question. Are there any which could be had where you could do without a resort to cartage?

Answer. No, sir.

Question. Are there any other stores in the vicinity of these stores which could be had at cheaper rates?

Answer. None so well adapted as these stores we occupy.

Question. Then I infer you think as favorable a disposition of these goods have been made as could have been made?

Answer. I certainly think so, sir.

A question as to what other witnesses should be examined here arose, in the course of which Mr. Jordan said: "I want to state that this man Coles should appear here, and also Ward & Gore ought to be here. They will find it for their interests to come here and testify as to what they know. I certainly shall not regard it as favorable if they do not come."

Mr. Upton. I wish this consideration borne in mind. These gentlemen who call themselves a committee made a statement which formed the basis of this investigation. I want them to appear here and testify. If any gentleman says he won't appear here, I do not think it any reason why he should not do it. He ought to be here whether this committee of gentlemen wish him to or not. I have a duty to perform, whether they do it or not.

Mr. Glassey. You want this committee examined?

Answer. I do, sir, most decidedly.

Mr. Glassey. Who do you want?

Mr. Upton. I want Mr. Grinnell, Mr. Minturn, and Mr. Moses Taylor, and I do not think it would be at all proper to rest this investigation where it is without examining Messrs. Ward & Gore.

TUESDAY, *May* 26.

Examination of Edward Minturn.

Mr. Upton. I desire to state, that in any question I propose to put to you, I wish you to understand distinctly that I do not impute to you, personally, anything but the purest and most upright motives in attaching yourself to the committee which has undertaken the investigation into prize matters; and with that preface I will ask you at whose request you became one of the committee?

Answer. At no one's request. A letter was sent down to me asking me if I was willing to sign that letter to the Solicitor.

Question. Who was it sent by?

Answer. By Mr. Draper.

Question. Had you, yourself, personally—and I ask you this question because this paper signed by Mr. Grinnell, as chairman of this committee—

Mr. Minturn. Allow me to interrupt you. There was never any meeting of these gentlemen, and no chairman that I ever heard of.

Mr. Upton. Well, this paper which is signed by Mr. Grinnell, as chairman, which begins, after the address, by saying, "The undersigned, a committee of merchants of the city of New York," &c.—I wish to ask you if, in fact, any of these charges contained in that paper ever came to your knowledge at all in any other way than by the statement of Mr. Draper?

Answer. I never saw that paper, never heard it read, and know nothing of its statements, only by hearsay.

Question. That is sufficient, then, upon that head. Now, your experience as a merchant in the city of New York has been extensive for a long series of years, no doubt. Are you acquainted with the customary allowance of commissions to auctioneers on behalf of merchants, where there is no custody of the prize property sold, no care taken of the property, but the mere sale of it at public auction, the receipt of the money, making out the bills and disbursing the money? Are you sufficiently acquainted with the custom to be able to state what is the customary, fair, and reasonable per cent. for compensation?

Answer. I quit business in 1845, and previous to that time I should have said that two and a half per cent. would be a fair allowance.

Question. Now, I will put the interrogatory in another form Suppose the case of an auctioneer to be employed to sell merchandise at various times, and in many different parcels of every variety of goods almost, amounting in the aggregate, in the proceeds, to one or two millions of dollars, he having no care of the property, no custody, no control, no responsibility, no exhibition of it, no preparation of the property to make for sale; but his duty being merely to go to the place of sale, to put up the property, strike it off to the highest bidder, receive the money, and pay it over. Now, under these circumstances, I take it for granted that you could not say there was any custom about it, because that would be a rather unprecedented state of things; but, in your judgment, under these circumstances, what would you consider would be a fair and reasonable rate of compensation?

Answer. If there was no agreement about it, I should say he would be justified in charging two and a half per cent., but there ought to be an agreement under such circumstances.

Question. But, now supposing an auctioneer should perform precisely that service, and there was no law and no agreement as to the amount which he was to receive, would you, as a public officer, were you one having control over the matter, conceive it to be proper to give your consent to an allowance to the auctioneer of two and a half per cent. commission?

Answer. Under these circumstances, if the first sale exposed to me the real state of the case, I would have stopped the arrangement, but after having allowed the first sale it would be hard to stop it.

Question. But would you conceive it to be proper, had you the control, and this were public property to be sold, and the commissions to be charged to the government, to consent, as to the future sales, to an allowance of two and a half per cent.?

Answer. I should ask the merchants about it and find out the custom, and if the custom was two and a half per cent. I should pay it on past sales, but as to the future ones I should say, "'Let's see if we can't make a bargain." You can have business done for any price you please in New York. Some men are worth more than others. Some houses won't do business for less than two and a half per cent., and some won't for less than one, or one and an eighth.

Question. Now take the case of a steamer which might bring $75,000 or $100,000. If she was in your charge, and an auctioneer selling that vessel.

and cargo should demand a commission of two and a half per cent., I would like to know whether you would think that a fair and reasonable charge?

Answer. If you had made no bargain you would have to pay him two and a half per cent.

Question. But I mean whether, having made no bargain, you would be justified in giving anybody that per cent.?

Answer. Well, a merchant will do business to suit his own interest. A merchant having a large sale like that would probably go and see the auctioneer, and ask him what he would charge. He would not go to an inferior auctioneer, but he would go to the best, such as Hoffman, Draper, and others.

Question. Do you think that one auctioneer would be likely to get a better price for the property than another?

Answer. Yes, sir; there can be a great deal of cheating in an auction.

Question. But in such staple articles as cotton?

Answer. Well, that can be struck off before the bidding is fairly through.

Question. But I ask you if Draper could have obtained one-quarter of one per cent. more than another auctioneer?

Answer. I consider that Draper is a good auctioneer.

Question. But do you not think that as a general thing one auctioneer gets about as good a price as another?

Answer. No, sir; I think there is a great difference in auctioneers.

Question. Do you recollect signing a paper in the form of a certificate, in relation to two and a half per cent. commission to be allowed an auctioneer?

Answer. I do.

Question. Were you aware at that time that that paper was to be made use of before the district attorney to obtain his consent that that commission might be made to Mr. Draper?

Answer. No, sir, I was not

Mr. Smith. I will say, as some explanation of the origin of that paper, that Mr. Glassey states to me that so far as this paper is concerned, which has been called, during this examination, "the charges made by the committee," he himself prepared that paper, after being present with Mr. Grinnell, before the Solicitor of the Treasury, and hearing the Solicitor suggest that the complaints which the committee supposed existed might be reduced to form in the nature of specifications, and that after having so prepared it, he carried it to Mr. Grinnell for signature, and that he is willing, if called upon, to state the whole circumstances under which it was prepared, and why it was put into the shape in which it now exists, and he is responsible for the phraseology used.

Statement of Moses H. Grinnell.

Mr. Upton. A statement has been made here this morning, which I was very glad to hear made, to the effect that you were not responsible for the phraseology of the paper addressed to the Solicitor of the Treasury, and signed by yourself, which has formed a sort of basis for the examination or investigation which has been taking place. Now, I desire to ask you, simply, if you had any other knowledge in relation to what is called the facts relating to the prize sales and adjudications in tue city of New York, which are set forth in this paper, than those which were communicated to you by Mr. Draper, or obtained from others?

Answer. In answer to the question which you put, I have to state that for the last eighteen months, and almost since the sales commenced of this property by auction, there have been various rumors that the whole thing was not conducted in a business-like and proper manner. That sort of

rumor gaining in strength from that time down to within the last couple of months or six weeks, and becoming stronger and stronger by the development of facts, which we supposed to be facts, or rumors, coming before the community, that this business was not conducted in a right and proper manner, led a number of us gentlemen, myself especially, to correspond with the Secretary of the Navy, and suggest to him that this alleged injustice, these rumored wrongs, which were perpetrated upon the captors, should be looked into, naming no individuals, speaking of no parties, except that the thing was conducted in a highly improper manner. It was, as I supposed, suggested by me to the Secretary of the Navy that a committee be appointed to examine and ascertain whether there was any truth in these rumors or not. The Secretary, probably, from such communications from me, requested the Solicitor to go into the examination which is now in progress. When the Solicitor came here, after the first interview with him, as he expressed himself desirous of having something of a tangible nature before him, it was necessary to have some document pointing out certain cases, and showing where these alleged troubles existed. When we left here, I requested Mr. Glassey to place in form some of the prominent cases of which we had heard so much. This paper was then drawn up. When drawn up it was read by myself, Mr. Duer, Captain Nye, and one other. I think Mr. Minturn was not present. When we left the office to come here, the question arose whether this paper should be signed or not, and without any formality, they said: "Mr. Grinnell, you had better act as chairman, and sign it." That is the way it was done. You will see that alterations have been made in this paper. They were made by my suggestion; they involve the motives of no particular gentleman. All we want is the facts, and we do not want to charge anybody with improper conduct, or use language not proper to be used. The close of the document speaks for itself. We were guarded there; we intended to be respectful, but firm and strong in the language used, because we did believe that great wrongs had been perpetrated, and we desired to see them thoroughly investigated. You said in part of your question, "from information which I obtained from Mr. Draper." Now, I have not received from Mr. Draper one-twentieth part of the information I have received from other sources. The general rumor of the city was much the most.

Mr. Upton. In relation to this case of the alleged improper reduction in favor of the purchasers of the tea and coffee from the cargo of the prize steamer Ann: I take it that that part of your information you obtained from Mr. Draper, or from his son?

Answer. No, sir, I did not. I do not think Draper has opened his lips to me, or his son, five times on these subjects. I have heard this as a general rumor.

Question You do not mean to say that this paper is based upon general rumor? Other than general rumor, general report, common conversation, was not your information obtained from Mr. Draper, from his son, or through his office?

Answer. No, sir. Sometimes they have said, "I heard so and so. How did the last sale go? I heard such an article sold so and so;" and it has gone on step by step in this way. I never took an active part in this matter till during the last three or four months.

Mr. Upton. I see at the foot of some of the charges in this paper you have inserted the name of Simeon or John Draper as your informant, and I supposed they were the principal source of your information.

Answer. I took it for granted that they, as auctioneers, could give you the information.

Question. Then you got your facts from other quarters, and took it for granted that they could be proved by Draper & Son?

Answer. I mean to say that whenever I asked them a question, as I did once in a great while, they would say so and so and give me the information about it. About that coffee from the Ann, I heard that from Sturges, Bennet & Co., for one source.

Question. I believe you exercised your influence to procure the appointment of Mr. Draper as auctioneer of this prize property?

Answer. I never opened my lips in regard to his appointment.

Question. Did you never exercise your influence to get him appointed?

Answer. I never did, sir.

Question. The district attorney stated that here.

Answer. I have no recollection of ever opening my lips on that subject.

Question. I said "using your influence." I therefore included everything, and not merely speaking to Mr. Murray.

Mr. Jordan. I think Mr. Smith stated that Mr. Grinnel exercised his influence to procure the appointment for Mr. Draper.

Answer. I have no recollection of ever opening my lips to anybody about it.

Question. Do you remember that shortly after Mr. Draper was appointed auctioneer—or was employed, as that is, perhaps, a more appropriate expression—that the judge of the district court, for some cause, directed certain sales to be made by the prize commissioners, which was a little out of the ordinary course, as it took the sales away from the marshal, and therefore from the auctioneer of the marshal? Do you recollect that?

Answer. I have no particular recollection about that.

Question. Did you not early in the course of these prize sales use your influence to obtain a change in the course of proceeding, so that instead of the sales being made by the prize commissioners, they might be made by the auctioneer of the marshal?

Answer. I have no recollection about that at present, at all; I have no kind of recollection in regard to it. A thousand questions may have been asked me, but I have no recollection about it.

Question. That, again, has been stated here. The district attorney says you urged his action in that matter.

Answer. Does Smith testify to that in that shape?

Question. Yes, sir.

Answer. I have no recollection of it at all.

Question. Do you remember, after these sales had been made for some time by Mr. Draper, under the law of March 25, 1862, that a question arose as to the legality and propriety, under the circumstances, of allowing to the auctioneer of the marshal so large a commission as two and a half per cent. for his services in effecting these sales, that such an allowance was opposed by the Secretary of the Navy, and that there was an instruction upon the subject from the Treasury Department?

Answer. I remember of hearing of an objection that the government made, but not in the manner in which you state it. I recollect of hearing that the government objected to the paying of the commission of two and a half per cent., but I do not know who told me, either.

Question. Did you not hear that I, as representing the captors, had been instructed by the Navy Department to oppose the commission?

Answer. No, sir; I do not recollect about that.

Question. You say the government; do you mean the whole administration?

Answer. No, sir; I mean the Navy Department.

Question. Now, did not you interest yourself in behalf of Mr. Draper to secure to him the allowance of two and a half per cent.?

Answer. No more than signing the paper that two and a half per cent. was the usual charge for commission as an auctioneer, when the particular per cent. was not agreed upon.

Question. That paper was signed and sent to Washington?

Answer. I signed such a paper, and signed it upon the principle that the Secretary of the Navy had set the example in paying two and a half per cent. in the purchase of steamers.

Question. You thought that example a bad one, did you?

Answer. No, sir; where work is well done, my principle is to pay for it. That has been my principle as a merchant, and I have obtained my reward for it.

Question. It was not only signed, but drawn—written by yourself. It was introduced here with the statement that the original was in your handwriting.

Answer. I should like to see that document. What certificate was it?

Mr. Upton. A certificate to the effect that two and a half per cent. was the usual and customary commission to auctioneers. If you signed it, it would indicate that you interested yourself to get that commission allowed; and if you wrote it, that would indicate still more that you interested yourself in behalf of Mr. Draper to procure him that commission. (A copy of the certificate was here produced)

Mr. Grinnell. That is not the document I have referred to. I have no recollection of drawing that paper, but I signed it as president of the Sun Mutual Insurance Company. The other gentlemen signed it as presidents of their companies, too.

Question. Now, at the time this certificate was written and signed by you, viz., the last of September, this question as to the propriety and legality of the allowance to Mr. Draper of two and a half per cent. commission was pending in the court, as has been stated by Mr. District Attorney Smith. Now, I wish to ask you if you did not know that this certificate was provided to Mr. Smith solely to enable him to have a justifying basis for his consent, as from a government officer, to the further allowance to the auctioneer of prize property?

Answer. I do not recollect what particular use was to be made of that certificate, except that we were called upon to sign a certificate setting forth what we paid, as chartered mutual companies of the city of New York, for the like kind of business performed by us. Whether that certificate was used in court, or not, I am at a loss to say.

Question. At whose request did you sign it?

Answer. I do not know that. I may have been asked by Mr. Smith. Some one may have asked me what was the custom of such and such things. I do not know who it was.

Question. Smith, district attorney, has testified here that this certificate was brought by you to him, on behalf of Mr. Draper, as a basis for his consent to an allowance of two and a half per cent. to Mr. Draper, as auctioneer of the marshal, after he knew, and you knew, that that allowance was opposed by the government. Is that, sir, correct?

Mr. Grinnell. Do you mean to say that Mr. Smith says that I brought this paper to him?

Mr. Upton. Yes, sir.

Mr. Grinnell. Then I deny it. You say I took it to Smith's office and delivered it to him.

Mr. Upton. Oh, I do not mean to put it in such detail as that, because you might have sent a messenger. Well, you provided him with that certificate.

Mr. Jordan. My recollection is that Mr. Smith said that Mr. Grinnell

"brought" it to him. Now, what he meant by brought—whether that Mr. Grinnell took it personally or sent it by a messenger—we must infer from the meaning of language.

Mr. Upton. Well, Mr. Smith, at all events, said that you provided him with this certificate to enable him to have a justifying basis for his consent to the allowance of two and a half per cent commission to the auctioneer in prize cases, at a time when he knew, and you knew, that that allowance was opposed by the government.

Answer. In answer to that, I can say that that document is signed by myself as president of our insurance company, and I may have sent it to Mr. Smith. I may have been asked if such were the regulations of our companies, and if I would sign such a document. If I was asked by Mr. Smith if I would sign it, I should say, yes; and if asked if I would send it to him, I certainly would send it to him. Hardly a day passes that I am not called upon to sign some paper as to what is the custom of our companies on one subject or another. I have no recollection of taking it to Mr. Smith. I may have enclosed it to him; but as to my taking it to him, or exercising any particular vigilance for his procuring it, I do not think I did any such thing; although if he had asked me to do so, I would have done so, because I think it perfectly justifiable and perfectly right.

Question. If you say you had no knowledge that that certificate was sent to Mr. Smith, or that it was to be used by him to enable him to get this commission for Mr. Draper, then I have no further question to ask.

Answer. But I do not say any such thing, as you put the question now. I do not know at this moment whether that paper, when we signed it, was for the purpose of placing before the marshal or prize commissioners a statement of what our rules and customs in New York were in regard to auctioneer's fees. Whether or not that was at the time the question how much it was proper to allow to the auctioneer—what would be a fair commission? is two and a half per cent. too much?—we took the ground, "no, it is not too much;" and I could never see how the Secretary of the Navy could take the ground that it was too much.

Question. Mr. Richard A. Redding, in your office, who has control of the fire department, has been a merchant of large experience, has he not?

Answer. Yes, sir; some years ago, in the business.

Question. Now, the question in relation to this commission was propounded to him after hearing a full statement of all the facts, responsibilities, and duties of the auctioneer, and precisely the service performed by him, and Mr. Redding was asked, "Under the circumstances, what would be a fair, proper, and reasonable allowance?" and his answer was, "One-half of one per cent." Now, I would ask if Mr. Redding has not had sufficient experience to make his statement of value upon a subject of that sort, and whether it should not be regarded so?

Answer. Mr. Redding was a merchant fifteen or twenty years ago, but for the last several years he has been president of a fire insurance company. For the last five or six years he has been connected with this company, under me. I certainly took him there, supposing he had been president of an insurance company many years before he came there. Talk of a large business! There are some houses here now doing more business in one day than they did so long ago in one year.

Mr. Upton. Mr. Arnold also, of the firm of Sturges, Bennet & Co., testified to the same thing—that one-half or three-quarters of one per cent. would be a fair and reasonable allowance.

Judge Kirkland. He did not take into view all these small sales.

Mr. Upton. Yes, he did take into view everything—that he had nothing to do but simply to go to the place of sale and cry the goods; and these

gentlemen said, Redding one-half and Arnold three-quarters of one per cent. would be a fair allowance; and now I want to know whether you disagree with these gentlemen?

Answer. Well, I disagree in one sense, because it depends upon what they have to do. I do not mean to say anything against Mr. Redding's testimony, because he is a gentleman of knowledge and respectability and responsibility, and would no doubt testify correctly, as far as his knowledge would enable him to do it. I understood that Arnold had testified as high as one and a half per cent. as a fair commission to the auctioneer.

Question. Suppose the case of a cargo of cotton, consisting of such a quantity that the proceeds would amount to half or three-quarters of a million of dollars, and could be readily disposed of in from half an hour to three hours' time, depending upon the number of lots in which it was sold. Now, upon such a sale as that, do you think it would be proper for a government official—supposing no agreement with the auctioneer beforehand—to consent that the auctioneer, who simply made that sale, and did nothing more, should be allowed to take out from the gross proceeds two and a half per cent.? Now, the witness (Mr. John H. Draper) to whom I propounded that interrogatory answered yes, and said that you said that five per cent. wouldn't be too much.

Answer. I do not think he said exactly that.

Mr. Upton. Yes, sir, he did, and I have read his testimony.

Answer. Well, in answer to that, I say this: It would make no difference whatever where there was no contract made and no understanding had between the auctioneer and the owner of that cargo. Put that cargo, if you please, into his hands to be sold precisely as an individual would do; he would say, "I sell that cargo, and, whether it takes three minutes or three hundred minutes, I sell it, take the money, and pay it over; I am responsible for the amount." I have myself sold $300,000 worth of goods after a three-minutes' chat, and then other lots of goods; it seemed as if I never would get rid of them. I may have said that two and a half per cent. would not be too much commission; but I never said five—there's no doubt about that.

Question. Now, do I understand you to mean that you consider a public officer like the district attorney would be justified in saying, under the circumstances which I have stated, where there is no agreement with the auctioneer, where there is no law upon which the auctioneer may make his charge and recover it, but where it all depends upon consent—*all*—do you think the public officer would be justified in consenting, under those circumstances, that the auctioneer should take two and a half per cent. for his services?

Answer. I think the auctioneer was perfectly justifiable in taking two and a half per cent.; but when you ask whether the district attorney would be justified, you place it out of my knowledge. Whether the district attorney, marshal, prize commissioners, Secretary of the Navy, or Secretary of the Treasury, was to settle the question of commissions, is a matter I never troubled myself about. All I know is that I heard that they thought Draper's charge of two and a half per cent. was too much; but where the power to correct such over-allowance belongs, I do not know; I have other things to think about. They are matters I am not immediately interested in; therefore, I do not know now who is really authorized to say what it should be—whether one per cent., one and a half or three-quarters, or whatever it should be

Question. Do you mean to say you have had no conversation with Mr. Smith on this subject?

Answer. I never understood that he was the party to settle this matter, and he never told me who was.

Question. Has he not stated to you that it was for him to consent or dissent?

Answer. He may have done it. He may have said to me, "It is necessary to sustain me by giving me something;" saying, "this is the mercantile usage."

Question. Well, do you think, as a merchant, the ordinary sales, taking place in ordinary times by a marshal's auctioneer, that allowance of such a per cent. as a compensation in such sales can or should form a basis, or a precedent, for an allowance to an auctioneer in a time of war, when a hundred times more property is sold in a shorter period than in a time of peace?

Answer. I do not think that changes the principle of the thing at all, not the slightest; and I do not see any patriotism in any one, anywhere, to carry it out.

Question. Now, this paper, signed by you as chairman of a committee, forms the basis of an investigation had chiefly for the purpose of ascertaining how it was that this prize property was charged with such enormous expenses?

Answer. Yes, sir.

Question. You complained of that, and now you come here and state that you think it should be charged with a commission to an auctioneer of two and a half per cent., which is nearly as much as all the expense chargeable upon that property put together. You state that you think that is right and proper, and I am asking you why. That is the reason I am persisting in this course of interrogation. You want to know what has been done with the money; what has been done with the proceeds of these sales; how have such charges been allowed, and taken out of the proceeds. If it be your judgment that two and a half per cent. commission should be taken for this service of an auctioneer, for what seems to me to be, comparatively, an insignificant service, it may be very honorable and immensely patriotic; but if it be your honest conviction that that commission is a just and proper allowance——

Answer. My honest conviction is, that two and a half per cent. commission, which is the usual charge, is a just and proper allowance; and had the same rule been applied to the goods in every particular, from the time they came into our waters until they were sold, the tale would be very different in the result. There have been excessive charges on everything almost. It is not in the commissions to the auctioneer. I do not complain of the commissions; but the fault we found was with the unfair and ungenerous allowances, and reductions, and returns—these are the things which we complained of. If you had put these goods into the hands of a commission merchant—into responsible hands—from the day of the arrival of the first vessel till now, there would have been a difference of ten or twenty per cent. in the result on every vessel.

Question. Do you know that this commission, which you say would be fair and reasonable, would amount to over $100,000?

Answer. I have never footed it up, and do not know the amount.

Question. Would it make any difference if you knew?

Answer. When I speak of two and a half per cent., I speak in that case, also, of the responsibility of arranging the goods, and all the experience required.

Question. That I specially told you to exclude, because it was not performed.

Answer. Were not catalogues gotten out?

Question. They were gotten out, but not by the auctioneer.

Answer. That is one ground of the losses.

Question. Would it have been done better by the auctioneer?

Answer. I think it would. In that coffee matter there is a loss of $2,000 at once. I wrote to the Secretary of the Navy the whole transaction of that coffee the very day of sale. Two and a half per cent., where a man takes a lot of goods, and attends to all the duties which he ought to attend to, is not too much.

Question. Then, what you mean to say is that two and a half per cent. is for what the auctioneer ought to have done?

Answer. But didn't he do it?

Question. Now, Judge Nelson has decided that, in his judgment, an allowance of $50 was a large and a reasonable allowance to an appraiser of a vessel. What is your opinion on that subject?

Answer. I have no special opinion about it. I never heard of his decision. My opinion would depend entirely upon circumstances as to the labor to be performed.

Question. I suppose that in your estimate of the value of a vessel, the labor to be performed is about the same as between two steamers; and the decision of Judge Nelson was in the case of a steamer?

Answer. I presume appraisers could be found who would appraise steamers for $50.

Question. I do not mean to say you have made an improper charge, but I wish to ask you if you have not charged $250 for appraising a vessel?

Answer. I should hold that $50 for the appraisal of a steamboat, if any care and attention were devoted to it, was a mere bagatelle, and I do not know of any business man, who wanted to make anything by it, who would go and appraise a vessel for that sum. I was called upon by the district attorney, who stated to me that the court and the captors of the steamer Stettin had decided upon me as the appraiser of that steamer. I said, "I have no time to attend to such a thing, and I don't want to have anything to do with it." He said, "It has been fixed and settled by both parties, and you had better do it, because it will relieve us from any further question about it." I said, "If it is any relief I am willing to help along, but still I would rather not do it if you can get along without me." He said, "No, we have no time to appoint another." I consented, and spent three days, three hours each day, with an engineer as competent as any to be found in the country. I employed two persons, one of them an engineer who has been engaged in erecting steamboats on the Clyde for many years, and the other man an engineer in this country, with Cromwell & Co., looking after steamboats. We were all on board this vessel. We examined her, and furnished a statement of her build, size, thickness of her iron, and were very particular in regard to her machinery. We filled a foolscap sheet, written full, giving a detailed description of and stating the value we had fixed upon her. We valued her at $80,000 or $85,000, but at the time the valuation was fixed steamers were wanted here exceedingly, and the purser said to me himself, "I will join you in giving $90,000 for her, and send her to New Orleans;" and to be perfectly sure, I fixed her value at only $80,000 or $85,000. Weeks, or perhaps months, rolled away, and the first thing I saw was in a paper that the government had sent on here to appraise the Stettin, and that they had appraised her at $55,000, and taken her for the government, when at that very moment she would have brought $90,000. She was but six months old, and was a quick, fast boat- Why, common boats, little wooden things, about that very time were sell ing to the government for $30,000; and yet, this noble boat was taken for the government at $55,000. That is another instance of the way in which the captors have been wronged out of their money. Some time after that Mr. Smith said to me, "Send us your bill for appraising that vessel." I

said, "I don't know anything about that at all ; you must fix the bill yourself." I said, "You won't catch me again in such a job, where I have to give the best business hours of the day." He said, "Would $250 do ?" I said, "I do not know anything about it." I looked at it: Says I, "Eighty thousand dollars—a broker would charge you about one per cent.—that would be eight hundred dollars to begin with. If you take one quarter of one per cent., that would be $200." Said he, "I guess you had better take $250." I said, "Anything you please ; I shall give the money all away." I paid the engineer and the other gentlemen out of the $250, and I gave away another $100 to a company of soldiers as being the balance of the money. I never made any money myself out of it. It is not altogether the examination of the vessel. It is a very easy matter to walk down to the dock and say she is worth so much money, but in this case there was not anything that was not examined and reported. Her rigging, her spars, her cabin, her hold, her engines, and everything about it. The vessel was in a wretched state, and I found fault with the condition in which I found her.

Mr. Upton. I see the amount of your appraisement was $82,000; but your appraisal was of no value, because there was a second appraisal. The agents of Lloyd were called upon to make a second appraisal.—(See Exhibit 49, this second appraisal.)

WEDNESDAY, *May* 27.

Supplementary examination of John H. Draper.

Mr. Smidt. It has been stated here by the deputy marshal, Thompson, that at the sale of the coffee from the Solidadcos, where the purchaser was Mr. Underhill, you stated to him that he was known to you to be responsible, and that therefore he made no further inquiry about it ?

Answer. I never stated any such thing to Thompson. I never saw Underhill before to my knowledge. I went to Underhill at the close of the sale, and asked him for the money, ($500,) according to the terms of the sale. I tried very hard to find Underhill afterwards, but never could do it.

Question. In the course of my examination of Mr. Wheeler, the storekeeper, I asked him whether he ever had an interview with you or your father in relation to the weighing of the coffee of the Solidadcos by Mr. Thurber, and whether he had made any offer to you in that matter, and he said he had not.

Answer. Mr. Wheeler came into my father's office; he had sent for him to ask him whether he would give any information in regard to storage. Mr. Wheeler said, "Mr. Draper, don't call me, because Murray owes me money, and I don't want to tell you anything, because it will be hard to get my money. After I get it I will be perfectly willing to give you some points of information." Wheeler was just going out of the office, and I turned around and asked him about that weight of the coffee from the "Solidadcos." I asked, "Is Thurber any relative of yours ?" and he said, "He is my brother-in-law." I said, "Do you know that that weight is said not to be correct ?" Says he, "I think it is all right." I said, "I guess they wouldn't say so, unless there was something wrong about it." He said, "For God's sake don't touch that young man; you can keep the matter back if you choose to." I said, "I will be the last man to do anything in the world to injure him." And he said, again, "For God's sake—you have the power—don't touch that young man; you can keep it back." "Well," I said, "perhaps we can show it some other way." My father asked, "What was the difference ?" I said, "Some four or five thousand dollars." And Wheeler said, "I will willingly give my check for the difference, in order to save that young man."

Supplementary examination of Simeon Draper.

Mr. Smidt. Were you present in the course of a conversation between Mr. Wheeler and your son, John Draper, in relation to the return of the weight of the coffee from the "Solidadcos?"

Answer. Yes, sir.

Question. Will you be kind enough to state what portion of that conversation you heard?

Answer. I may as well state all I know in relation to it. I met Mr. Wheeler one day in Washington, and I said, "There is an investigation going to take place, and I shall have you called to testify in regard to that coffee and your young man." Said he, "For Heaven's sake don't call on me. I do not want anything to do with it." Well, nothing more was said till the day my son refers to, just previous to the commencement of this investigation. I sent for Wheeler; I sent half a dozen times, in fact, to see if I could discover what the fraud was; and after chasing him up four or five days he came, and I stated that I wanted him to testify in regard to that coffee—that it was short weight. Says he, "Now don't call me. Murray owes me over thirty thousand dollars, and I can't get a cent, but he has promised to pay me something this week. As soon as that is over I will give you all the testimony." I said I had not any authority for postponing testimony. "Well, now," said he, "don't call me." I then went towards the door, and says he, "That young man—I don't want him destroyed. I had rather pay the whole amount myself than that he should be brought into this trouble, and I will give you my check for whatever amount is claimed as short."

There being no other witness present, Mr. Jordan asked, "Can any one inform me whether Ward & Gore, or either of them, have been seen in reference to appearing to give testimony in this investigation?"

Mr. Upton. After the adjournment yesterday I met Mr. Gore, not by appointment, nor did I seek him; but I informed him of what occurred at the meeting of yesterday, and especially what had been stated by Mr. Kirkland, and that I thought either he or his partner, or both, ought to appear here and submit to an examination by the Solicitor, and that I hoped they would appear. To this Mr. Gore replied that he and his partner had placed all their affairs in relation to this prize property, and their connexion with it, either by way of purchase or in connexion with their claims of storage, in the hands of Mr. Benedict, and had mutually agreed to be bound by his advice in all matters concerning it; that he should again see Mr. Benedict upon the subject, and if he advised that they should appear and give their evidence, they certainly would do so. He certainly stated in his conversation with me, as he had repeatedly before, that he had no personal objection to undergoing an examination, and that his partner had no objection.

FRIDAY, *May* 29.

Examination of John Cashaw.

Mr. Smidt. What is your occupation?

Answer. I am surveyor in an insurance company.

Question. Is that your only business?

Answer. No, sir; I am one of the harbor-masters of New York.

Question. What insurance company are you connected with?

Answer. The Fulton Fire Insurance Company.

Question. In your position as surveyor to that company, or in any other capacity, have you had anything to do with procuring insurance on prize

property in New York? If so, state what you have had to do, and at whose request.

Answer. At the request of the United States marshal, though not particularly a request; he asked me to get insurance from him

Question. Did you, after such a request, procure insurance upon prize property?

Answer. I did, sir.

Question. Will you please to state in what companies, as near as you can recollect, and for what sums, and at what premium, you procured insurance?

Answer. Well, it was some time ago when I got the first policies. I did not keep any list of the policies; as I got them I took them to the marshal.

Question. It was insured in different amounts and in different companies?

Answer. Yes, sir.

Question. And upon different cargoes?

Answer. No, sir; the first cargo he insured he got a general policy. He thought he had better have a general policy. There are four or five stores at the Atlantic dock, and three of Wheeler's, which are separate stores, and he had the policies made so as to cover any goods which might be in those stores belonging to the government.

Question. Do you recollect the amount of the policies?

Answer. No, I do not; that was the first insurance. There were a number of open policies, I think to the amount of some three or four hundred thousand dollars.

Question. Are they still running?

Answer. No, they are not running now; they were short policies for three months.

Question. Is the insurance now held upon prize property held upon an open and running policy?

Answer. No, sir.

Question. Do you know how much the prize property is insured for by the marshal now?

Answer. I know very nearly; there is nearly two millions. They are separate policies on separate cargoes, and in separate stores. One ship's cargo may be in five different stores, so there have to be five policies on those stores. There may be twenty policies on one cargo in that way.

Question. Do you know the rate of premium?

Answer. Yes, sir; it is sixty cents per annum on one hundred dollars.

Question. Do you know in what companies these policies are obtained?

Answer. I do not; I think there are some thirty companies. There's a large amount of insurance, you see.

Question. Had you any arrangement with the marshal by which you were to derive any other than the ordinary rates of pay or compensation for doing the work?

Answer. I had not.

Question. You have, I suppose, procured all the insurance that has been procured by him?

Question. I think I have; I do not know of anything.

Answer. Has the rate been universally sixty cents per annum?

Answer. Yes, sir; on all the yearly policies.

Question. How were the early policies for three months?

Answer. I think that was one per cent. That was as cheap as I could get it down, and I went to ten or fifteen different companies.

Question. Do you recollect about the time that mode of insurance was stopped?

Answer. I think it was after the first policies ran out.

Question. It may have been six months or longer ago?

Answer. I cannot say as to the time; it was some time ago.

Question. Had you any connexion with the prize property brought to this port other than procuring insurance for the marshal?

Answer. I had not, sir.

Judge Kirkland. Were the premiums on insurance always paid on the delivery of the policies?

Answer. Yes, sir, or soon after, or when I went for it. Sometimes it might have been a month or so after.

Question. Were they paid to you for the companies? Instead of going to the officers of the companies he paid the premium to you?

Answer. Yes, sir.

Question. Have you any memorandum showing the amount of premiums paid to you?

Answer. I have not; these policies were got at different times. You can find out in the marshal's office.

Question. Suppose we want to find out at some other place; couldn't we go to the companies?

Answer. Yes, sir.

Mr. Smidt. Did you, in any way, assist the marshal in adjusting the rate of insurance to be paid in each case?

Answer. Assist him?

Question. Yes, sir. Suppose the policy covered the goods of two vessels, did you assist him in determining the premium on each?

Answer. No, sir; he told me how much insurance he wanted, and I got it for him. The companies all charged one rate, and there is no trouble about it.

Mr. Upton. Do I understand you to say, that so long as the open policy system adopted by the marshal for insuring this property continued, the premium was one per cent.?

Answer. Yes, sir.

Question. But when that was changed, and the policies were taken out for each cargo, and each store having a separate policy for a time specified, that then the rate of premium was sixty cents?

Answer. Yes, sir.

Question. Now, I want to get at, if you know, the mode by which the premium to be charged upon any specified property covered by an open policy was adjusted; and I will state a fact, and see if you can tell me, for I don't know, and it may become quite important. There is, we may say, an open policy covering $500,000. A portion of that property, to wit, the cargo of one of the vessels, is sold, and $50,000 of the amount is gone and released, of course, from the policy. Now, in what manner did the marshal make his adjustment of the amount of the premium on the open policy to be charged upon that specific cargo?

Answer. I do not know, sir.

Question. You never were consulted about that?

Answer. I was not; I had nothing to do with his business in that way.

Judge Kirkland. Suppose the property was in store for only two months; was any reduction made from the three months' premium for the shortness of the time?

Answer. No, sir.

Question. Was there any agreement for a return of premium?

Answer. If he returns the policies the companies cancel them at short rates; that is, they charge at the rate of a hundred cents per annum for two months.

Mr. Glassey here made a statement of the results of his inquiries and ex-

aminations of papers in reference to insurance, and left his memorandum of such investigation with the Solicitor. Mr. Glassey said that this examination into insurance was not contemplated in the beginning, but he accidentally discovered some discrepancies in the marshal's papers here one day since this prize investigation commenced.

There being no witnesses in attendance, Mr. Glassey said that "Mr. Coles, whom we had tried so much to get here, has been repeatedly notified, and he does not appear."

Mr. Jordan. I have this to say, that if I find the average of these various bills from these various parties, this insurance and this warehousing, is not correct, I shall require explanations. In regard to the insurance there has been no such evidence produced here; but if Mr. Murray is conscious that these bills are greater than they should be, and if these warehousemen have made exorbitant bills and do not come here to explain them, they must take the consequences. I want them to understand that. I am sorry that these matters in regard to insurance were not brought in at an earlier period.

Mr. Glassey. So are we; but we were not aware of them. This insurance matter took me by surprise. I had no idea of such a thing. I would suggest this: if the Solicitor will make an order upon the clerk to prepare copies of such papers, to be forwarded to you, sir, at Washington, I will give him a memorandum of all which we think important, and let them be sent to you without note or comment.

Mr. Jordan. I presume I shall return here in two or three weeks, and if I find that these matters require a further investigation, I can prosecute the inquiry when I return.

Mr. Upton. I should say if there is any paper which bears upon this investigation, it ought, of course, to be laid before the Solicitor.

Mr. Glassey. I was about to suggest that we shall call no more witnesses, and if you will make out an order as I have proposed——

Mr. Upton. Perhaps your abstract there will answer every purpose.

Mr. Glassey. Well, it is only an abstract, and it does not cover all the cases.

Mr. Upton. Well, it covers the principle, and it does not need all the cases.

Mr. Jordan. Then, gentlemen, it is concluded not to make an order on the court, and that your abstract, Mr. Glassey, will do.

CIRCULAR LETTER.

NAVY DEPARTMENT, *March* 11, 1863.

Herewith you will receive, for the use of yourself and others interested in prize money upon the vessel commanded by you, a report recently made to Congress giving a summary of all the information in the department relative to prize vessels. Since the date of the report, the Fourth Auditor of the Treasury has been requested to make the following additional distributions:

Schooner Nellie	$432 67
Schooner Annie Sophia	734 21
Bark Meaco	50,943 22
Schooner Garonne	3,130 70
Schooner Defiance	2,700 38
Schooner Dixie	28,521 23

On the 10th instant the Supreme Court affirmed the decrees of condemnation, from which appeals had been taken, and it is probable, therefore, that the proceeds in those cases will soon be ready for distribution. Many other cases in the lower courts have been suspended, awaiting the decision in the cases appealed to the Supreme Court.

It will be seen, by reference to the report, that in a large number of cases in which final decrees have been made, a distribution of the proceeds cannot be ordered, owing to a want of prize lists. Efforts have been made to obtain them, but thus far without success.

The following table indicates the prize lists wanting in cases now suspended:

Class.	Name of prize.	Prize lists wanting.
Schooner	Julia	Cambridge.
Brig	H. C. Brooks	H. Lane, Wabash, Cumberland, Susquehannah, Monticello, Pawnee.
Schooner	Albion	Penguin.
Schooner	Flash	Onward.
Schooner	Zavalla	Huntsville.
Sloop	Pioneer	Portsmouth.
Schooner	H. M. Johnson	Perry.
Schooner	Wave	Portsmouth.
Sloop	Annie	Preble.
Schooner	J. G. McNeil	Arthur.
	103 casks of rice	Albatross.
Sloop	Albion	Seminole.
Schooner	Fairwind	Quaker City.
Schooner	San Juan	Susquehannah.
Brig	Ariel	Gemsbok.
Schooner	Fairplay	Gem of the Seas.
Schooner	Rowena	Pembina and Henry Andrews.
Schooner	Catalina	Keystone State.
Schooner	Corelia	James S. Chambers.
Schooner	Comet	Commodore Perry, Morse, Underwriter, General Putnam, Whitehead.
Schooner	J. J. Crittenden	
Sloop	America	
Schooner	Lynn Haven	Delaware, Hetzel, Com. Perry, Valley City, Morse, Ceres, H. Brincker, Whitehead, Shawsheen, J. N. Seymour, Lockwood, Gen. Putnam, Underwriter, Louisiana.
Schooner	Name unknown	Do. do.
Steamer	Ellis	Do. do.
Schooner	Nathaniel Taylor	Commodore Perry, Underwriter, Whitehead.
Schooner	John	
Schooner	Albemarle	Delaware.

It is by law made the duty of the commanding officer of every vessel entitled to, or claiming an award of, prize money to transmit to the Navy Department, as early as practicable after the capture, a complete list of the officers and men of his vessel entitled to share, inserting thereon the quality of every person rating, on pain of forfeiting his whole share of the prize money resulting from such capture, and suffering such further punishment as a court-martial shall adjudge.

Separate prize lists must be forwarded for each capture, and great care should be taken to insure their accuracy. Each list should distinctly state the name of the vessel whose list it purports to be, the name of the captured vessel, the date of the capture, and be officially signed by the paymaster and commandant of the vessel.

Vessels claiming to share in disputed cases must forward a statement of their claim, and the evidence upon which it rests, to the United States judge of the district to which the prize was sent, as the court, and not the Navy Department, (as some officers suppose,) decrees the vessels entitled to share.

I am, respectfully, your obedient servant,

GIDEON WELLES,
Secretary of the Navy.

COMMANDING OFFICERS UNITED STATES NAVY.

[EX. DOC. 73.]

HOUSE OF REPRESENTATIVES, 37TH CONGRESS, 2D SESSION.

Letter of the Secretary of the Navy in answer to resolution of the House of Representatives of the 19th December last, in reference to prize matters.

NAVY DEPARTMENT, *February* 18, 1863.

SIR: On the 19th of December the House of Representatives passed the following resolution:

"*Resolved*, That the Secretary of the Navy be requested to communicate to this house all the information he has in his department in respect to prize cases in any of the courts of the United States, showing the present condition of such cases, the amount of money received from sales of prize property, the disbursements and expenses of its preservation and sale, and the charges, fees, and disbursements of all officers, claimed and allowed, and the disposition of all moneys received on sales; and whether any part thereof, and how much, has been distributed to the captors, or is now ready for distribution, or has been deposited, according to law, in the treasury of the United States."

Herewith transmitted are as complete reports upon the points indicated in the resolution as the records of the department can furnish. The information is full concerning all the cases in the courts at Boston, New York, and Philadelphia, but imperfect from other points to which prizes have been sent. Three hundred and sixty-seven (367) are reported, viz:

	Steamers.	Ships.	Brigs.	Schooners.	Sloops.	Barks.	Small boats, cargoes, &c.
At Boston	1	.....	2	9	.....	1	.....
At New York	20	4	6	77	14	8	12
At Philadelphia	8	2	4	46	2	2	27
At Key West	5	.....	1	63	4	4	1
At Washington	1	.....	.....	25	2	.....	11
At Baltimore	.....	.....	.....	4	.....	.....	1
	35	6	13	224	22	15	52

Final decrees of distribution have been made in eight of the thirteen cases in the courts at Boston, and the proceeds, amounting to $205,649 05, have been paid into the treasury. In one case the libel was dismissed, and the remaining four cases have been appealed to the Supreme Court, and are not yet decided. The following table shows the gross proceeds of sales, the costs of courts, and expenses of protecting and disposing of the property, and the amount ordered to be distributed in each of the cases in that district in which final decrees have been made:

BOSTON CASES.

Class.	Name.	Proceeds of sale.	Costs and expenses.	Amount for distribution.
Schooner..	Charlotte and cargo	$31,369 19	$1,425 93	$29,943 26
Do	Cuba and cargo	2,811 49	1,390 39	1,421 10
Do	R. O. Bryan, cargo of the	1,209 78	371 13	838 65
Do	Southern Independence	66,213 94	3,054 46	63,159 48
Do	Victoria	50,450 49	2,049 58	48,400 91
Steamer..	P. C. Wallis and cargo	11,336 83	904 07	10,432 76
Schooner..	Louise and cargo	45,053 49	1,970 51	43,082 98
Do	Julia	9,942 56	1,572 65	8,369 91
		218,387 77	12,738 72	205,649 05

The costs and expenses are five and eighty-three hundredths (5.83) per cent. upon the gross proceeds of sale.

Reports are given from one hundred and forty-one (141) cases in the court at New York, in fifty of which final decrees of distribution have been made; forty cases have been appealed, and the remainder are in process of adjudication. The gross sales, expenses, and net proceeds are as follows:

NEW YORK CASES.

Class.	Name.	Proceeds of sale.	Costs and expenses.	Amount for distribution.
Schooner..	Cornet	$2,600 00	$322 85	$2,277 15
Do	J. J. Crittenden			
Sloop.....	America			
Schooner..	Lynnhaven and cargo	7,000 00	401 15	6,598 85
Do	Lovely Belle and cargo.....	2,200 00	319 85	1,880 15
Do	Nathaniel Taylor	1,700 00	294 85	1,405 15
Do	John and cargo.....			
Brig.....	H. C. Brooks and cargo	51,982 52	5,009 62	46,972 90
Schooner..	Sarah and Caroline.....	4,322 61	1,118 25	3,204 36
Do	Louisa Agnes and cargo	1,105 00	1,401 00	.....
Steamer...	Alice and cargo.....	1,100 00	267 85	832 15
Schooner..	Name unknown and cargo	2,000 00	315 85	1,684 15
Do	Mars and cargo.....	1,141 00	1,157 04	.....
Do	Garonne and cargo.....	3,130 70	1,079 44	2,051 56
Do	J. W. Wilder and cargo	24,618 44	3,431 26	21,187 18
Do	Albion and cargo	1,966 86	1,115 91	850 95
Do	Flash and cargo	2,485 61	1,117 18	1,368 43
Do	Zavalla and cargo	4,125 14	1,296 15	2,828 99
Steamer ..	Henry Lewis and cargo.....	37,337 76	4,041 62	33,296 14
Sloop	Pioneer and cargo.....	2,366 92	1,058 18	1,308 74
Schooner..	Lizzie Weston and cargo	76,286 67	8,738 92	67,547 75
Do	A. J. View and cargo	16,262 38	2,227 95	14,034 43
Do	Gipsey and cargo	9,162 97	1,397 23	7,765 74
Do	Velasco and cargo	550 00	871 95	.....
Do	Edward Barnard, cargo of	32,068 74	3,379 28	28,689 46
Do	Agnes H. Ward and cargo	19,675 28	2,771 26	16,904 02
Do	Hannah M. Johnson and cargo.....	2,470 26	932 81	1,537 45
Do	Shark and cargo	4,811 44	1,253 22	3,558 22
Do	Hallie Jackson	3,625 00	1,614 94	2,010 06
Brig.....	Falcon and cargo	3,655 93	1,263 29	2,392 64
Schooner..	Solidad Cos and cargo.....	3,974 63	750 78	3,223 85
Do	Venus and cargo.....	5,781 49	1,266 36	4,515 13
Do	Wave and cargo	6,250 26	1,958 95	4,291 31
Steamer...	Ellis and armament	18,000 00	555 85	17,444 15
Schooner..	Albemarle	500 00	249 35	250 65
Sloop	Sarah and cargo	7,382 41	1,243 75	6,138 66
Schooner..	Lucy C. Holmes and cargo	29,745 62	3,952 10	25,793 52
Steamer...	Albemarle	15,990 00	617 05	15,372 95
Schooner..	Old North State.....			
Do	Susan Ann Howard and cargo.....			
Sloop	Jeff. Davis and cargo.....			
Schooner..	Joanna Ward and cargo	7,503 00	1,995 14	5,507 86
Do	Major Barbour and cargo	44,567 76	8,278 68	36,289 08
Sloop	New Eagle and cargo	8,008 50	1,196 48	6,812 02
Do	Annie and cargo.....	10,677 22	1,625 38	9,051 84
Schooner..	J. G. McNeil and cargo	6,536 90	1,306 92	5,229 98
Do	Henry Middleton	24,607 05	4,394 59	20,212 46
Do	James Norcom	2,200 00	319 85	1,880 15
	103 casks of rice	3,510 34	896 33	2,614 01
	1,253 bags of rice	4,134 92	1,098 87	3,036 05
		519,121 33	79,905 33	439,849 99

The costs and expenses are fifteen and thirty-nine hundredths (15.39) per cent. upon the gross proceeds of sale.

Of the ninety (90) cases reported in the court at Philadelphia, final decrees of distribution have been made in twenty-nine, (29,) eight have been appealed, and the remainder are still in the court. The following table shows the result in each of the cases finally adjudicated :

PHILADELPHIA CASES.

Class.	Name.	Proceeds of sale.	Allowed to claimants.	Costs and expenses.	Amount for distribut'n.
Ship.....	General Parkhill and cargo ...	$9,803 85	$222 66	$2,392 43	$7,188 76
Do	Amelia and cargo.....	30,346 32	5,708 32	6,571 10	18,066 90
Schooner..	George G. Baker and cargo...	6,840 60	.....	2,050 75	4,789 85
Do	Albion and cargo	9,564 57	.....	2,077 85	7,486 72
Do	Fairwind	2,250 00	.....	900 93	1,349 07
Bark	Meaco and cargo	92,213 47	30,155 56	6,090 02	55,967 89
Schooner..	Harriet Ryan and cargo.....	1,718 53	.....	824 68	893 85
Do	Ocean Wave and cargo	4,266 69	.....	1,084 63	3,182 06
Do	San Juan and cargo -	2,728 86	.....	1,031 85	1,697 01
Do	Specie and cargo	10,214 86	.....	1,275 91	8,938 95
Steamer . .	Salvor and cargo	38,250 94	3,029 19	3,379 18	31,842 57
Brig.....	Ariel and cargo	5,249 88	.....	1,618 61	3,631 27
Schooner..	Mabel and cargo.....	8,781 50	.....	1,753 61	7,027 89
Do	E. J. Waterman and cargo ...	8,222 95	.....	1,194 58	7,028 37
Steamer . .	Cargo of the Calhoun	16,531 00	.....	2,118 60	14,412 40
Schooner..	British Queen and cargo -	2,108 31	.....	999 90	1,108 41
Do	Fairplay and cargo	2,208 55	.....	1,392 02	816 53
Do	Dixie and cargo.....	30,950 87	.....	2,429 64	28,521 23
Do	Guide and cargo.....	20,407 67	.....	1,549 53	18,858 14
Do	Wave and cargo.....	5,001 90	.....	821 59	4,180 31
Brig.....	Intended and cargo	8,874 90	.....	1,865 48	7,009 42
Schooner..	Providence and cargo	929 90	.....	678 94	250 96
Do	Rebecca and cargo	2,022 41	.....	612 04	1,410 37
Do	La Criolla and cargo.....	2,828 64	.....	871 83	1,956 81
Do	Cora and cargo.....	624 50	.....	526 90	97 60
Do	Rowena and cargo.....	5,553 01	.....	929 96	4,623 05
Do	Sarah and cargo.....	21,454 10	.....	1,671 22	19,782 88
Do	Catalina and cargo	6,095 05	.....	994 04	5,101 01
Do	Morning Star and cargo.....	1,168 61	.....	645 02	523 59
		357,212 44	39,115 73	50,352 84	267,743 87

The costs and expenses are fourteen and nine hundredths (14.09) per cent. upon the gross proceeds of sale.

Seventy-eight cases are reported before the court at Key West, and final decrees of condemnation have in thirty-four instances reached the department; twelve cases have been appealed, and the remainder are undecided in the district court. In the cases finally disposed of the items of expense, gathered from the decree of the court, are minutely given; but the marshal having failed to make the returns desired by the department, in accordance with an act passed at the last session of Congress, the accrued costs in the unadjudicated cases cannot be given. The amount of sales, expenses, and net proceeds in the thirty-four adjudicated cases is as follows:

KEY WEST CASES.

Class.	Name.	Proceeds of sale.	Costs and expenses.	Amount for distribution.
Steamer...	Magnolia	$173,955 77	$6,551 61	$167,404 16
Schooner..	Eugenie	29,061 42	2,765 42	26,296 00
Do	President	12,411 13	1,293 15	11,117 98
Do	William Mallory	7,526 19	1,557 29	5,968 90
Do	Grace E. Baker	17,198 69	2,308 48	14,890 21
Do	Rose	7,778 40	758 92	7,019 48
Do	R. C. Files	36,065 40	2,831 15	33,234 25
Do	Newcastle	34,921 35	2,686 62	32,234 73
Do	W. C. Bee	30,884 25	2,470 04	28,414 21
Do	Emma	13,352 52	4,070 48	9,282 04
Do	Olive Branch	5,944 74	344 58	5,600 16
Do	Lion	8,573 54	1,093 68	7,479 86
Do	Adeline	4,086 87	1,242 82	2,844 05
Do	Eugenie Smith	2,904 36	540 36	2,364 00
Do	Henry Travers	7,648 76	1,142 61	6,506 15
Do	Isabel or W. R. King	4,672 87	480 15	4,192 72
Do	Princeton	3,870 28	916 96	2,953 32
Do	Anna Belle	6,743 74	1,355 37	5,388 37
Sloop	Margaret	3,549 98	234 47	3,315 51
Do	Octavia	686 00	74 62	611 38
Schooner..	Beauregard	2,146 67	291 75	1,854 92
Do	Aristides	125 00	67 37	57 63
Do	Fashion	231 88	138 23	93 65
Do	Curlew	6,902 00	1,546 45	5,355 55
Do	Slave bark, name unknown	9,631 27	591 39	9,039 88
Do	Lavinia	9,580 38	880 96	8,699 42
Steamer...	Reliance	84,719 50	6,394 27	78,325 23
Schooner..	Ida	784 15	455 10	329 05
Do	Victoria	30,301 08	2,267 87	28,033 21
Do	Corelia	1,430 62	494 96	935 66
Steamer...	Swan	218,475 52	16,177 49	202,298 03
Schooner..	Agnes	24,162 76	1,761 96	22,400 80
Steamer...	Union	98,838 45	7,298 84	91,539 61
Schooner..	Uncle Mose	32,562 91	2,336 92	30,225 99
		931,728 45	75,422 34	856,306 11

The costs and expenses are eight and nine hundredths (8.09) per cent. upon the total amount of sales.

No return has been received from the attorney for the District of Columbia since November 1, 1862, and, as the marshal has not responded to the request of the department for a monthly statement of the amount of sales, expenses, &c., information concerning the cases in this District is very meagre. Not a dollar has been found available for distribution, and in quite a number of cases—far greater than in either of the other districts—the evidence has been insufficient to condemn the property.

But few prizes have been sent to Baltimore, and the department is not advised that any have been condemned in that district.

A summary of the cases condemned in the several districts shows the following result:

	Number of sales.	Gross amount of sales.	Costs and expenses.	Net amount for distribution.	Per-centage of expenses to sales.
Boston	8	$218,387 77	$12,738 72	$205,649 05	5.83
New York	47	519,121 33	79,905 33	439,849 99	15.39
Philadelphia	29	*357,212 44	50,352 84	267,743 87	14.09
Key West	34	931,728 45	75,422 34	856,306 11	8.09
Total	118	2,026,449 99	218,419 23	1,769,549 02	.....

* Allowed to claimants, by decree of court, the sum of $39,115 73.

A large number of vessels captured in rivers and creeks, and some even in the Gulf and on the coast, were not calculated for sea voyages, and hence were unable to reach a port where a prize court was in session, and have accordingly been destroyed or used by the squadrons, and others have not as yet been reported to the department by the courts; so that the actual number of prizes taken is far greater than is indicated in the tables herewith submitted. In quite a number of cases, owing to the neglect of officers of capturing vessels to forward prize lists, it has been found impossible to order the distribution of the net proceeds after they have been paid into the treasury. Other causes have in some instances led to the same result, and the reason in each suspended case is particularly noted in connexion with other information given concerning it.

The tables exhibit a very marked difference in the expenses attending the disposition and condemnation of prize property in different districts. This no doubt arises in part from the diversity of practice in the courts. In one district captured property is exposed for sale as soon as practicable after it is placed within the jurisdiction of the court, thus avoiding waste, deterioration, and long-continued expenses for storage, wharfage, insurance, &c.; while in another district it is held for months before a sale is authorized, expenses meanwhile rapidly accumulating, and the property in some instances largely depreciating. There are cases even of captures within thirty days from the declaration of the blockade, where the property still remains unsold, a period of nearly two years—the captures having been made in May, 1861—and of course is largely depreciated, if not entirely worthless. Should the Supreme Court, to which these cases have been appealed, decide that the captures were unlawful, the government will be required to respond in heavy damages, without being able to indemnify itself, as would have been the case, at least to a considerable extent, had the property been sold within a reasonable time; and if the capture is sustained, and the property ultimately condemned, the captors and the government will receive little or nothing. It would be well for Congress to consider whether it cannot, in harmony with international law, make such statutory enactments, by directing interlocutory sales, and making other provisions to facilitate the adjudication of prize cases, as will at the same time protect the government and the captors. The changes made in the prize laws at the last session of Congress have generally been found salutary, but experience indicates that other improvements may be made. The legislation of a former period is not in all respects adapted to the present condition of the country and of maritime warfare. The whole subject is now so important as to commend itself to the earnest attention of Congress. Very respectfully,

GIDEON WELLES, *Secretary of the Navy.*

Hon. GALUSHA A. GROW,
Speaker of the House of Representatives.

BOSTON CASES.

Schooner Charlotte.

Captured April 10, 1862; libelled May 16, 1862; condemned July 10, 1862.

Gross amount of sales:		
Vessel		$35 00
Cargo		31,338 75
Total		31,373 75
Expenses:		
Vessel	$19 75	
Cargo.—Keeper in custody, $58; labor, $68 86; auctioneer, $195 87; commissions, $397 98; miscellaneous items, $234 74	955 45	
Fees, &c	455 30	
Total expenses		1,430 00
Net proceeds		29,943 25

Final decree of distribution made on the 30th December, 1862. Prize lists, with request for distribution, sent to Fourth Auditor of the Treasury on the 12th January, 1863. Money deposited with assistant treasurer, Boston.

Schooner Louise.

Captured June 19, 1862; libelled July 17, 1862; condemned in district court November 7, 1862.

Gross amount of sales:		
Vessel		$650 00
Cargo		44,403 49
Total		45,053 49
Expenses:		
Vessel and cargo.—Dockage, $54 45; custody, $265; insurance, $192; labor, $150; witnesses, $61 27; excise tax, $309 97; marshal's fees, $1 28; miscellaneous items, $125 19. Total marshal's expenses	$1,719 16	
Fees of district attorney	87 50	
Fees of clerk	18 85	
Fees of prize commissioners	145 00	
Total expenses		1,970 51
Net proceeds		43,082 98

Amount deposited in United States treasury. Fourth Auditor of the Treasury requested to make distribution of prize money, January 23, 1863.

Schooner R. O. Bryan.

Captured July 4, 1862; libelled July 30, 1862. The vessel was abandoned and bilged, and the cargo partly lost; the residue sent to Boston in the United States steamer Rhode Island. Condemned November 12, 1862.

Gross amount of sales:		
Cargo		$1,209 78
Expenses:		
District attorney	$52 50	
Clerk of court	19 35	
Prize commissioners	65 00	
Marshal	234 28	371 13
Net amount for distribution		838 65

Final decree of distribution made on the 30th December, 1862. Prize list, with request for distribution, sent to the Fourth Auditor of the Treasury on the 13th January, 1863. Money deposited with the assistant treasurer, Boston.

Schooner Victoria.

Captured April 10, 1862; libelled May 16, 1862; condemned July 10, 1862. Vessel left at Ship island, and there sold.

Gross amount of sales:		
Vessel		$30 00
Cargo		50,420 49
Total		50,450 49
Expenses:		
Vessel.—Marshal's expenses	$19 75	
Cargo.—Keeping and custody, $84; labor, $106 97; insurance, $83 67; auctioneer, $252 09; commissions, $642 75; miscellaneous items, $240 86	1,410 34	
Fees, &c	619 49	
Total expenses		2,049 58
Net proceeds		48,400 91

Final decree of distribution made on the 30th December, 1862. Prize list, with request for distribution, sent to the Fourth Auditor of the Treasury on the 12th January, 1863. Money deposited with assistant treasurer, Boston.

Schooner Julia.

Captured September 3, 1861; libelled October 5, 1861; condemned October 31, 1862.

Gross amount of sales:		
Vessel		$1,300 00
Cargo		8,642 56
Total		9,942 56
Expenses:		
Vessel.—Keeper in custody, $212 50; dockage, $56 95; discharging, $68 45; storage, $139 95; auctioneer, $447 02; commissions, $130 53; miscellaneous items, $258 63. Total marshal's expenses	$1,314 03	
Vessel and cargo sold on one warrant. Expenses not divided.		
Costs and expenses of other officers	219 12	
Amount allowed crew of prize	39 50	
Total expenses		1,572 65
Net proceeds		8,369 91

Net amount of proceeds deposited in the United States treasury, Boston.

Distribution cannot be ordered until the prize list of the Cambridge, the capturing vessel, is received.

Steamer P. C. Wallis.

Captured April 4, 1862; libelled May 16, 1862. Vessel taken by General Butler for the use of the department of the Gulf, at an appraised value of $2,300, and part of cargo at an appraisal of $49. Condemned July 3, 1862.

Gross amount of sales:	
Vessel, (appraised value)	$2,300 00
Cargo	8,539 83
Cargo taken by General Butler, at an appraised value of	497 00
Total	11,336 83

Brought forward		$11,336 83
Expenses:		
Cargo.—Services of Captain Elliott, $64 20; auctioneer, $85 39; commissions, $113; miscellaneous items, $315 33	$577 92	
Fees, &c	326 15	
Total expenses		904 07
Net proceeds		10,432 76

Net proceeds of sale of that portion of cargo not taken by General Butler, amounting to $7,635 76, deposited in the United States treasury, Boston.

Distribution cannot be ordered until the appraised value of the vessel and a portion of the cargo taken by General Butler for the department of the Gulf is collected.

Schooner Southern Independence.

Captured April 10, 1862; libelled May 15, 1862. Vessel appraised at $2,200, and taken by the army of the Gulf. Condemned June 10, 1862.

Gross amount of sales:		
Vessel, (appraised value)		$2,200 00
Cargo		64,460 43
Total		66,660 43
Expenses:		
Cargo.—Keeper and custody, $88; receiving, assorting, and warehousing, $51; storage, $51 42; labor, $156 75; insurance, $87; auctioneer, $322 29; commissions, $818 25; miscellaneous items, $184 83	$1,759 54	
Fees, &c	731 41	
Total expenses		2,490 95
Net proceeds		64,169 48

Net proceeds of the sale of cargo, amounting to $61,969 48, paid into the United States treasury, Boston.

Dis ribution cannot be ordered until the appraised value of the vessel is collected, when the total proceeds will amount to $64,169 48.

Brig Amy Warwick.

Captured July 10, 1861; libelled July 18, 1861; condemned in district court May 14, 1862, allowing claimants $10,793 63 out of proceeds. Appeal May 14, 1862. Condemned in circuit court November 15, 1862. Appealed to Supreme Court.

Gross amount of sales:		
Vessel		$15,000 00
Cargo		145,458 92
Total		160,458 92
Expenses:		
Vessel.—Keeper in custody, $720; dockage, $205; pilotage, $50 88; commission, $193 75; miscellaneous items, $164 11. Total marshal's expenses	$1,333 74	
Cargo.—Wharfage, $50 80; discharging, $151 60; auctioneer, $727 29; storage, $440 24; teaming, $152 40; piling and assorting, $203 20; delivering, $76 20; custody, $131; insurance, $145; catalogue and samples, $84 94; weighing, $123 21; commission, $1,824 68; miscellaneous items, $103 06. Total marshal's expenses	4,218 62	
Fees and allowances	1,669 80	
Total expenses		7,222 16
Net proceeds		153,236 76

Net amount of proceeds deposited in the United States treasury, Boston, and not ready for distribution by reason of appeal.

Schooner Cuba.

Captured April 10, 1862; libelled May 16, 1862. Vessel left at Ship island and ordered to be sold. Part of the cargo taken by General Butler for the use of the army—75 boxes powder without appraisement, and the rest on an appraisement of $1,516. Hearings in district court October 10, 11, and 14, 1862. Decrees of condemnation and distribution October 14, 1862, and December 30, 1862. Appeal to circuit court.

Gross amount of sales:

Vessel		$110 00
Cargo, on order of June 3, 1862		1,311 10
Cargo, on order of October 14, 1862		1,390 39
Total		2,811 49
Expenses:		
Marshal's fees on vessel, $441 25; on first sale of cargo, $158 54; on second sale of cargo, $283 62	$883 41	
Clerk's fees, $56 08; additional, $2 10; United States attorney, $260; prize commissioners, $180	498 18	
Total expenses	1,381 59	
Allowed D. Elliot, master of transport	8 80	
		1,390 39
Net proceeds		1,421 10

Net proceeds paid into treasury, and not ready for distribution by reason of appeal.

Bark La Manche.

Captured August 23, 1862; libelled August 28, 1862. Vessel and cargo not appraised. Decree September 27, 1862, restoring the ship and cargo to the neutral claimants. Question of costs and damages reserved.

Bark Lilla.

Captured July 3, 1862; libelled July 14, 1862. Decree in district court October 14, 1862, dismissing the claim of British owners to the vessel, and restoring her to American claimants on payment of salvage. Cargo condemned as prize. Appealed.

Gross amount of sales:

Cargo, portion sold under order of August 1, 1862, for	$36,568 00
Balance sold under order of October 14, 1862	27,466 85
Total	64,034 85

The gross amount of the sales of the cargo, amounting to $64,034 85, placed in the United States treasury, Boston, by special deposits, and not ready for distribution by reason of appeal.

Schooner Revere.

Captured September 10, 1861; libelled September 23, 1861; condemned in district court February 7, 1862; heard in circuit court October and November, 1862. Not decided. Time allowed for further proof to claimants.

Gross amount of sales:

Vessel	$630 00
Cargo	748 75
Total	1,378 75

Brought forward		$1,378 75
Expenses:		
Vessel and cargo.—Auctioneer, $59 44; keeper in custody, $115; miscellaneous items, $206 07. Total marshal's expenses	$380 51	
Vessel and cargo sold on one warrant. Expenses not divided.		
Fees	232 78	
Total expenses		613 29
Net proceeds		765 46

Net amount of proceeds deposited in the United States treasury, Boston, and not ready for distribution by reason of appeal.

Schooner Zulima.

Captured, (date not given;) libelled May 28, 1862. Vessel destroyed, and cargo taken on appraisement by General Butler for the army of the Gulf. Cause pending in district court.

Gross amount of sales:		
Cargo, taken at the appraisement		$2,480 61
Expenses:		
Cargo.—Total marshal's expenses		13 12
Net proceeds		2,467 49

Amount not reported ready for distribution.

NEW YORK CASES.

Schooner Lizzie Weston and cargo.

Captured January 9, 1862; libelled March 18, 1862; cargo condemned and vessel restored July 29, 1862; decree of distribution September 27, 1862.

Gross amount of sales:		
Cargo		$76,286 67
Expenses:		
Cargo.—Marshal's costs, &c., (including storage, $1,610 49; insurance, $1,144 29; auctioneer, $1,807 16; freight, $640 52; weighing, $54 93; appraising, $176 50)	$6,522 80	
District attorney's costs	315 00	
Clerk's costs	41 15	
Counsel for captors' costs	962 00	
Prize commissioners' costs	894 15	
Prize commissioners' disbursements	3 82	
Total expenses		8,739 92
Net proceeds		67,547 75

Net proceeds deposited in United States treasury, New York. Fourth Auditor of the Treasury furnished with prize lists, with request for distribution, on the 17th February, 1863.

Schooner Edward Barnard and cargo.

Captured October 1, 1861; libelled November 13, 1861; condemned January 20, 1862; decree of distribution September 27, 1862.

Gross amount of sales:	
Vessel not brought in.	
Cargo	$29,178 90
Interest, &c	2,889 84
Total	32,068 74

Brought forward		$32,068 74
Expenses:		
Cargo.—Marshal's costs, (including storage, $25; watching cargo, $35)	$74 50	
District attorney's costs	467 50	
Clerk's costs	360 48	
Counsel for captors' costs	493 00	
Prize commissioners' taxed costs on sale of cargo and for all proceedings, (including cooperage, $84 34; appraising, $12 50; gauging, $35 40; storage, $185 62; labor, $148 50; watchmen, $30; towing, $15; auctioneer's commissions, $742 97)	1,983 80	
Total expenses		3,379 28
Net proceeds		28,689 46

Net proceeds deposited in United States treasury, New York.

Prize lists, with request for distribution, sent to the Fourth Auditor of the Treasury for distribution November 26, 1862.

Schooner Agnes H. Ward and cargo.

Captured May 27, 1862; libelled June 10, 1862; condemned July 10, 1862; decree of distribution January 27, 1863.

Gross amount of sales:		
Vessel		$625 00
Cargo		19,050 28
Total		19,675 28
Expenses:		
Vessel.—Marshal's costs, (including wharfage, $81 97; appraising, $15)	$269 96	
Cargo.—Marshal's costs, (including storage, $228 30; insurance, $190 50; auctioneer, $493 95; examining and appraising, $207; weighing and gauging, $31 97)	1,448 71	
District attorney's costs	130 00	
Clerk's costs	52 37	
Counsel for captors' costs	475 00	
Prize commissioners' costs	382 85	
Prize commissioners' disbursements for advertising sales	12 37	
Total expenses		2,771 26
Net proceeds		16,904 02

Net proceeds deposited in United States treasury, New York.

Amount ready for distribution.

Prize list, with request for distribution, sent to Fourth Auditor of the Treasury on the 11th of February, 1863.

Schooner Shark and cargo.

Captured July 4, 1861; libelled August 24, 1861; condemned by default and sold; default opened and proceeds invested in $7\frac{3}{10}$ treasury bonds.

Decree October 6, 1862, condemning cargo and three-fourths of vessel, and restoring one-fourth of vessel.

Gross amount of sales:		
Vessel		$2,600 00
Cargo		2,486 94
Interest on bonds		421 95
		5,508 94
Less one-quarter of proceeds of vessel and interest thereon restored		697 45
Total proceeds		4,811 44

Brought forward		$4,811 44
Expenses :		
Vessel.—Marshal's costs, (including pilotage, $27 45; towing and hauling, $55 95; wharfage, $49 75)	$286 46	
Cargo.—Marshal's costs, (including labor, $67 82; storage, $167 71; auctioneer, 63 11)	343 98	
Clerk's costs on investing proceeds	57 07	
District attorney's costs	182 50	
Counsel for captors' costs	201 00	
Clerk's costs	48 39	
Prize commissioners' costs	133 82	
Total expenses		1,253 22
Net proceeds		3,558 22

Net proceeds deposited in the United States treasury, New York.

Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 14, 1863.

Schooner Falcon and cargo.

Captured July 5, 1861; libelled August 17, 1861; condemned March 29, 1862; decree of distribution September 27, 1862.

A portion of the cargo was taken on the capture for the use of the government without appraisal.

Gross amount of sales:		
Vessel		$425 00
Cargo		3,230 93
Total		3,655 93
Expenses:		
Vessel.—Marshal's taxed costs, (including wharfage, $53; hauling, pilotage, towing, &c., $36 75)	$239 86	
Cargo.—Marshal's taxed costs, (including auctioneer's charges, $80 77; storage and discharging cargo, $302 63)	553 82	
District attorney's taxed costs	62 50	
Clerk's taxed costs	79 29	
Counsel for captors' taxed costs	182 00	
Prize commissioners' taxed costs	145 82	
Total expenses		1,263 29
Net proceeds		2,392 64

Amount deposited in the United States treasury, New York.

Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 2, 1863.

Schooner Soledad Cos and cargo.

Captured September 11, 1861; libelled December 5, 1861; condemned January 20, 1862; decree of distribution September 27, 1862.

Gross amount of sales:		
Vessel not brought in.		
Cargo		$3,974 63
Expenses:		
Vessel.—None.		
Cargo.—Marshal's costs, (including auctioneer's commissions, $99 36; storage, $71 53)	$265 93	
District attorney's costs	67 50	
Clerk's costs	61 88	
Counsel for captors' costs	174 00	
Prize commissioners' costs	181 47	
Total expenses		750 78
Net proceeds		3,223 85

Net proceeds deposited in the United States treasury, New York.
Prize lists, with request for distribution, sent to Fourth Auditor of the Treasury February 17, 1863.

Schooner Venus and cargo.

Captured December 26, 1861; libelled March 12, 1862; condemned June 10, 1862; decree of distribution September 27, 1862.

Gross amount of sales:

Vessel not brought in.		
Cargo		$5,781 49
Expenses:		
Vessel.—None.		
Cargo—Marshal's taxed costs, &c., (including storage, $318 55; insurance, $57 81; auctioneer, $144 53; weighing and appraising, $83 37)	$720 35	
District attorney's taxed costs	95 00	
Counsel for captors' taxed costs	210 00	
Prize commissioners' taxed costs	185 65	
Prize commissioners' disbursements for advertising sales	4 96	
Clerk's taxed costs	50 40	
Total expenses		1,266 36
Net proceeds		4,515 13

Amount deposited in United States treasury, New York.
Prize lists, with request for distribution, sent to Fourth Auditor of the Treasury February 17, 1863.

Sloop Sarah and cargo.

Captured May 6, 1862; libelled July 2, 1862; condemned August 5, 1862; decree of distribution January 19, 1863. Vessel not brought in, having been taken for use of the government without appraisal.

Gross amount of sales:

Vessel not brought in.		
Cargo		$7,382 41
Expenses:		
Vessel.—None.		
Cargo—Marshal's taxed costs, (including storage, $129 50; insurance, $73 82; auctioneer, $188 56; weighing, gauging, examining, and appraising, $67 80)	$587 79	
District attorney's costs	115 00	
Clerk's costs	49 85	
Counsel for captors' costs	255 00	
Prize commissioners' costs	225 93	
Prize commissioners' disbursements for advertising sales	10 18	
Total expenses		1,243 75
Net proceeds		6,138 66

Net proceeds deposited in sub-treasury, New York.
Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 27, 1863.

Schooner Lucy C. Holmes and cargo.

Captured May 27, 1862; libelled July 2, 1862; condemned August 5, 1862; decree of distribution January 27, 1863.

Gross amount of sales:

Vessel	$1,350 00
Cargo	28,395 62
Total	29,745 62

Brought forward		$29,745 62
Expenses:		
Vessel—Marshal's costs, &c., (including wharfage, $122 55; appraising, $20)	$334 85	
Cargo.—Marshal's costs, &c., (including storage, $296 33; insurance, $283 95; auctioneer, $955 29; examining, appraising, and discharging, $111)	2,061 09	
Clerk's costs	48 75	
District attorney's costs	547 50	
Counsel for captors' costs	497 00	
Prize commissioners' costs	450 06	
Prize commissioners' disbursements for advertising sales	12 85	
Total expenses		3,952 10
Net proceeds		25,793 52

Net proceeds deposited in United States treasury, New York.
Amount reported ready for distribution.
Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 31, 1863.

Schooner Joanna Ward and cargo.

Captured February 24, 1862; libelled April 21, 1862; condemned July 29, 1862; decree of distribution September 27, 1862.

Gross amount of sales:		
Vessel		$1,125 00
Cargo		6,378 00
Total		7,503 00
Expenses:		
Vessel.—Marshal's costs, &c., (including wharfage, $100 43; custody, $97 50; towage and labor, $38)	$277 24	
Cargo—Marshal's costs (including storage, $618 31; insurance, $63 78; auctioneer, $159 45; examining, inspecting, and appraising, $110)	1,096 23	
District attorney's costs	70 00	
Counsel for captors' costs	250 00	
Clerk's costs	49 76	
Prize commissioners' costs	239 93	
Prize commissioners' disbursements for advertising sales	11 98	
Total expenses		1,955 14
Net proceeds		5,507 86

Net proceeds paid into United States treasury, New York.
Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, 31st January, 1863.

Schooner Major Barbour and cargo.

Captured January 28, 1862; libelled March 18, 1862; condemned July 29, 1862; decree of distribution October 13, 1862.

Gross amount of sales:	
Vessel	$800 00
Cargo	43,767 76
Total	44,567 76

Brought forward		$44,567 76
Expenses:		
Vessel.—Marshal's costs, (including wharfage, $319 07; custody fee, $182 50)	$544 60	
Cargo.—Marshal's costs (including insurance, $656 50; advertising, $62 75; weighing, $72 60; appraising, $915; storage, $2,007 08; auctioneer, $1,094 19)	5,467 82	
District attorney's costs	780 00	
Clerk's costs	61 40	
Counsel for captors' costs	645 00	
Prize commissioners' costs	755 80	
Prize commissioners' disbursements for advertising sales	24 06	
Total expenses		8,278 68
Net proceeds		36,289 08

Net proceeds deposited in United States treasury, New York.

Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, 30th January, 1863.

Sloop New Eagle and cargo.

Captured May, 1862; libelled July 2, 1862; condemned August 5, 1862; decree of distribution January 19, 1863; vessel taken on capture for use of the government without appraisal.

Gross amount of sales:		
Vessel not brought in.		
Cargo		$8,008 50
Total		8,008 50
Expenses:		
Vessel.—None.		
Cargo.—Marshal's costs, (including storage, $95 40; insurance, $80 08; auctioneer, $200 21; weighing, appraising, &c., $35 12)	$545 78	
District attorney's costs	100 00	
Clerk's costs	48 45	
Counsel for captors' costs	255 00	
Prize commissioners' costs	238 03	
Prize commissioners' disbursements for advertising sales	9 22	
Total expenses		1,196 48
Net proceeds		6,812 02

Net proceeds deposited in United States treasury, New York.

Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 27, 1863.

Schooner Henry Middleton and cargo.

Captured August 21, 1861; libelled September 5, 1861; condemned June 3, 1862; decree of distribution December 27, 1862.

Gross amount of sales:	
Vessel	$3,400 00
Cargo	21,207 05
Total	24,607 05

Brought forward		$24,607 05
Expenses:		
Vessel.—Marshal's costs (including pilotage, $27 45; towage, $2 0; wharfage, $493 88)	$1,364 36	
Cargo.—Marshal's costs (including storage, $295 24; insurance, $212 07; gauging, $17 84; auctioneer, $530 17)	1,378 56	
District attorney's costs	257 50	
Clerk's costs	120 05	
Counsel for captors' costs	445 00	
Prize commissioners' costs	441 07	
Prize commissioners' disbursements for discharging cargo, $10; examining and appraising cargo, $219 69; appraising and examining vessel, $40; gauging, $98 76	388 05	
Total expenses		4,394 59
Net proceeds		20,212 46

Amount deposited in the United States treasury, New York.
Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, January 2, 1863.

1,253 *bags of rice, (the cargo of two lighters.)*

Captured June 30, 1862; libelled August 2, 1862; condemned September 25, 1862; decree of distribution January 19, 1863.

Gross amount of sales:		
Vessel, none brought in.		
Cargo		$4,134 92
Total		4,134 92
Expenses:		
Vessel.—None.		
Cargo—Marshal's costs (including storage, $289 64; insurance, $41 34; auctioneer, $103 38; weighing, $41 60; appraising, $20 66)	$584 88	
District attorney's costs	90 00	
Clerk's costs	41 55	
Counsel for captors' costs	187 00	
Prize commissioners' costs	186 80	
Prize commissioners' disbursements for advertising sales	8 64	
Total expenses		1,098 87
Net proceeds		3,036 05

Net proceeds deposited in United States treasury, New York.
Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, 23d January, 1863.

Schooner Comet, (no cargo.)—Schooner J. J. Crittenden, (no cargo)—Sloop America, (no cargo)

Captured April 10, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessels taken for use of the government at their appraised values.

Gross amount of sales:	
Comet, taken at appraisal	$400 00
J. J. Crittenden, taken at appraisal	1,500 00
America, taken at appraisal	700 00
Total	2,600 00

Brought forward		$2,600 00
Expenses:		
Marshal's costs	$11 10	
District attorney s costs	82 50	
Clerk's costs	35 25	
Counsel for captors' costs	152 00	
Prize commissioners' costs	42 00	
Total expenses		322 85
Net proceeds		2,277 15

Distribution cannot be ordered until the appraised value of the vessels is collected.

Schooner Lynn Haven and cargo.

Captured February 10, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel and cargo taken for use of the government at their appraised values.

Gross amount of sales:		
Vessel and cargo, taken on appraisal		$7,000 00
Expenses:		
Marshal s costs	$11 10	
District attorney's costs	72 50	
Clerk's costs	35 25	
Counsel for captors' costs	240 00	
Prize commissioners' costs	42 30	
Total expenses		401 15
Net proceeds		6,598 85

Distribution cannot be ordered until the appraised value of vessel and cargo is collected.

Schooner Lovely Belle and cargo.

Captured March 21, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel and cargo taken for the use of the government at their appraised values.

Gross amount of sales:		
Vessel and cargo, taken on appraisal		$2,200 00
Expenses:		
Marshal's costs	$11 10	
District attorney's costs	87 50	
Clerk's costs	35 25	
Counsel for captors' costs	144 00	
Prize commissioners' costs	42 00	
Total expenses		319 85
Net proceeds		1,880 15

Distribution cannot be ordered until the appraised value of the vessel is collected.

Schooner Nathaniel Taylor, (no cargo,) and John and cargo.

Captured April 8, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessels and cargo taken for use of the government on capture at their appraised values.

Gross amount of sales:		
Nathaniel Taylor, taken at appraisal		$1,200 00
John and cargo, taken at appraisal		500 00
Total		1,700 00

Brought forward		$1,700 00
Expenses :		
Vessel and cargo, marshal's costs	$11 10	
District attorney's costs	72 50	
Clerk's costs	35 25	
Counsel for captors' costs	134 00	
Prize commissioners' costs	42 00	
Total expenses		294 85
Net proceeds		1,405 15

Distribution cannot be ordered until the appraised value of the vessels and cargo is collected.

Schooner Sarah and Caroline and cargo.

Captured December 11, 1861; libelled February 3, 1862; condemned October 6, 1862; decree of distribution December 27, 1862. Vessel taken for use of government on capture at appraised value

Gross amount of sales :		
Vessel taken by government at		$1,000 00
Cargo		3,322 61
Total		4,322 61
Expenses:		
Vessel.—None.		
Cargo.—Marshal's taxed costs, (including storage, $134 70; insurance, $33 22; detention of vessel bringing cargo in, $211 25; auctioneer's commissions, $83 06)	$551 19	
District attorney's taxed costs	95 00	
Clerk's taxed costs	56 75	
Counsel for captors' taxed costs	166 00	
Prize commissioners' taxed costs	182 86	
Prize commissioners' disbursements (appraising, $45; gauging, $9 60; advertising sale, $11 85)	66 45	
Total expenses		1,118 25
Net proceeds		3,204 36

Proceeds of cargo deposited in the sub-treasury, New York.

Distribution cannot be ordered until the appraised value of the vessel is collected, and the prize list of the Bienville, the capturing vessel, is received at the department.

Steamer Alice and cargo.

Captured May 14, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel and cargo taken for use of the government at their appraised values.

Gross amount of sales :		
Vessel and cargo taken on appraisal		$1,100 00
Expenses :		
Marshal's costs	$11 10	
District attorney's costs	57 50	
Clerk's costs	35 25	
Counsel for captors' costs	122 00	
Prize commissioners' costs	42 00	
Total expenses		267 85
Net proceeds		832 15

Distribution cannot be ordered until the appraised value of the vessel is collected.

A schooner, name unknown, and cargo.

Captured February 10, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel and cargo taken for the use of the government at their appraised values

Gross amount of sales :		
Vessel and cargo taken on appraisal		$2,000 00
Expenses :		
Marshal's taxed costs	$11 10	
District attorney's costs	87 50	
Clerk's costs	35 25	
Counsel for captors' costs	140 00	
Prize commissioners' costs	42 00	
Total expenses		315 85
Net proceeds		1,684 15

Distribution cannot be ordered until the appraised value of the vessel and cargo is collected.

Schooner Garrone and cargo.

Captured December 31, 1861; libelled March 7, 1862; condemned June 6, 1862; decree of distribution September 27, 1862. Vessel taken on capture for use of government at its appraised value.

Gross amount of sales :		
Vessel taken at appraised value		$800 00
Cargo sold for		2,330 70
Total		3,130 70
Expenses :		
Vessel.—None.		
Cargo.—Marshal's taxed costs, (including storage, $385 93; insurance, $23 30; weighing, 16 40; appraising and examining, $50; auctioneer's commissions, $58 26)	$600 34	
District attorney's taxed costs	95 00	
Clerk's taxed costs	57 42	
Counsel for captors' taxed costs	160 00	
Prize commissioners' taxed costs	158 40	
Prize commissioners' disbursements, advertising sales	8 28	
Total expenses		1,079 44
Net proceeds		2,051 26

Proceeds of cargo deposited in United States treasury, New York.
Distribution cannot be ordered until the appraised value of the vessel is collected.

Schooner J. W. Wilder and cargo.

Captured January 20, 1862; libelled March 17, 1862; condemned June 28, 1862; decree of distribution September 27, 1862. Vessel taken on capture for the use of the government at its appraised value.

Gross amount of sales :		
Vessel taken at appraised value		$3,250 00
Cargo sold for		21,368 44
Total		24,618 44

Brought forward		$24,618 44
Expenses :		
Vessel.—None.		
Cargo.—Marshal's costs, &c., (including storage, $1,079 75 ; insurance, $320 52 ; auctioneer, $613 65 ; appraising, $85)	$2,465 24	
District attorney's costs	155 00	
Clerk's costs	37 70	
Counsel for captors' costs	445 00	
Prize commissioners' costs	309 28	
Prize commissioners' disbursements for advertising sales	19 04	
Total expenses		3,431 26
Net proceeds		21,187 18

Net proceeds of cargo deposited in United States treasury, New York.
Distribution cannot be ordered until the appraised value of the vessel is collected.

Steamboat Henry Lewis and cargo.

Captured November 27, 1861 ; libelled March 7, 1862 ; condemned July 29, 1862; decree of distribution September 27, 1862. Vessel taken on capture for use of the government at its appraised value ; part of cargo taken without appraisal.

Gross amount of sales :

Vessel taken at appraised value	$21,000 00
Cargo	16,337 76
Total	37,337 76

Expenses :

Vessel.—None.		
Cargo.—Marshal's costs, (including storage, $1,514 48 ; insurance, $245 05 ; auctioneer, $408 44 ; gauging, $183 73 ; appraising, $170)	$2,885 43	
District attorney's costs	172 50	
Clerk's costs	50 40	
Counsel for captors' costs	573 00	
Prize commissioners' costs	334 77	
Prize commissioners' disbursements for advertising sales	25 52	
Total expenses		4,041 62
Net proceeds		33,296 14

Net proceeds of cargo deposited in United States treasury, New York.
Distribution cannot be ordered until the appraised value of the vessel is collected.

Schooner A J View and cargo.

Captured November 28, 1861 ; libelled March 3, 1862 ; condemned June 6, 1862; decree of distribution September 27, 1862. Vessel taken on capture for use of the government at its appraised value.

Gross amount of sales :

Vessel taken at appraised value	$1,300 00
Cargo sold for	14,962 38
Total	16,262 38

Brought forward		$16,262 38
Expenses :		
Vessel.—None		
Cargo.—Marshal's costs, &c., (including appraising, $159 92; gauging, $66; storage, $401 24; insurance, $149 62; auctioneer, $374 05)	$1,392 61	
District attorney's costs	95 00	
Clerk's costs	90 65	
Counsel for captors' costs	362 00	
Prize commissioners' costs	277 62	
Prize commissioners' disbursements for advertising sales	10 07	
Total expenses		2,227 95
Net proceeds		14,034 43

Net proceeds of cargo deposited in United States treasury, New York.
Distribution cannot be ordered until the appraised value of the vessel is collected.

Schooner Gipsey and cargo.

Captured December 29, 1861; libelled February 18, 1862; condemned June 10, 1862; decree of distribution September 27, 1862. Vessel taken on capture for the use of the government at its appraised value.

Gross amount of sales :		
Vessel taken at appraised value		$600 00
Cargo sold for		8,562 97
Total		9,162 97
Expenses :		
Vessel.—None.		
Cargo.—Marshal's costs, (including storage, $206 49; insurance, $85 62; auctioneer, $214 07; weighing, $20 25; appraising, $54)	$727 72	
District attorney's costs	140 00	
Clerk's costs	45 22	
Counsel for captors' costs	290 00	
Prize commissioners' costs	189 33	
Prize commissioners' disbursements for advertising	4 96	
Total expenses		1,397 23
Net proceeds		7,765 74

Net proceeds of cargo deposited in United States treasury, New York.
Distribution cannot be ordered until the appraised value of the vessel is collected.

Steamer Ellis and armament.

Captured February 10, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel and armament taken for use of the government at their appraised value.

Gross amount of sales :		
Vessel and armament taken on appraisal		$18,000 00
Expenses :		
Marshal's costs	$11 10	
District attorney's costs	87 50	
Clerk's costs	35 25	
Counsel for captors' costs	380 00	
Prize commissioners' costs	42 00	
Total expenses		555 85
Net proceeds		17,444 15

Distribution cannot be ordered until the appraised value of the vessel and armament is collected.

Schooner Albemarle, no cargo.

Captured March 26, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessel taken for use of the government at its appraised value.

Gross amount of sales:		
Vessel taken on appraisal		$500 00
Cargo, none.		
Total		500 00
Expenses:		
Marshal's costs	$11 10	
District attorney's costs	51 00	
Clerk's costs	35 25	
Counsel for captors' costs	110 00	
Prize commissioners' costs	42 00	
Total expenses		249 35
Net proceeds		250 65

Distribution cannot be ordered until the appraised value of the vessel is collected.

Steamer Albemarle, (no cargo.)—Schooner Old North State, (no cargo.)—Schooner Susan Ann Howard and cargo.—Sloop Jeff. Davis and cargo.

Captured March 14, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1863. Vessels and cargoes taken on capture for use of the government at their appraised values.

Gross amount of sales:		
Albemarle, taken at appraisal		$10,000 00
Old North State, taken at appraisal		2,000 00
Susan Ann Howard, taken at appraisal		1,500 00
Ditto cargo		445 00
Jeff. Davis, taken at appraisal		1,500 00
Ditto cargo		545 00
Total		15,990 00
Expenses:		
Marshal's costs	$11 10	
District attorney's costs	132 50	
Clerk's costs	35 25	
Counsel for captors' costs	350 00	
Prize commissioners' costs	88 20	
Total expenses		617 05
Net proceeds		15,372 95

Distribution cannot be ordered until the appraised value of the vessels and cargoes is collected.

Schooner James Norcom and cargo.

Captured March 28, 1862; libelled September 20, 1862; condemned November 8, 1862; decree of distribution January 23, 1862. Vessel and cargo taken for use of the government at their appraised values.

Gross amount of sales:	
Vessel taken at appraisal	$1,300 00
Cargo taken at appraisal	900 00
Total	2,200 00

Brought forward		$2,200 00
Expenses:		
Marshal's costs	$11 10	
District attorney's costs	87 50	
Clerk's costs	35 25	
Counsel for captors' costs	144 00	
Prize commissioners' costs	42 00	
Total expenses		319 85
Net proceeds		1,880 15

Distribution cannot be ordered until the appraised value of the vessel is collected, and the prize list of the Shawsheen, the capturing vessel, is received.

Brig Henry C. Brooks and cargo.

Captured August 29, 1861; libelled September 16, 1861; decree October 30, 1861; restoring vessel to claimants on their paying $\frac{1}{8}$ to captors. Decree February 21, 1862, condemning cargo; cargo sold and part of proceeds invested in $7\frac{3}{10}$ treasury bonds.

Gross amount of sales:

Vessel restored.		
Cargo		$51,478 66
Interest on treasury bonds		503 86
Total		51,982 52
Expenses:		
Vessel.—None.		
Cargo—Marshal's taxed costs (storage and cooperage, $228 53; auctioneer's commissions, $135 63)	$471 56	
District attorney's taxed costs	550 00	
Counsel for captors' taxed costs	727 00	
Clerk's taxed costs	558 63	
Brokerage paid on sale of treasury bonds	51 63	
Prize commissioners' taxed costs and expenses on sale of cargo under order of court, and for all proceedings in the cause, (including storage, $620 27; auctioneer's commissions, $1,173 58; cooperage, $96 19; gauging, $55 14; appraising, $12 50)	3,109 01	
Total expenses		5,009 62
Net proceeds		46,972 90

Net proceeds deposited in the United States treasury, New York.

Amount not ready for distribution, as the prize lists of the Harriet Lane, Wabash, Cumberland, Susquehannah, Monticello, and Pawnee, a portion of the capturing vessels, have not been received.

Schooner Albion and cargo.

Captured November 25, 1861; libelled December 4, 1861; condemned June 20, 1862; decree of distribution September 27, 1862.

Gross amount of sales:

Vessel	$1,050 00
Cargo	916 86
Total	1,966 86

Brought forward		$1,966 86
Expenses :		
Vessel—Marshal's costs, (including labor, $7; wharfage, $126 11; towing, $47)	$462 82	
Cargo.—Marshal's costs, (including storage, labor, cooperage, &c., $165 23; discharging cargo, $12; auctioneer's commissions, $24 23)	225 77	
District attorney's costs	70 00	
Clerk's costs	65 72	
Counsel for captors' costs	165 00	
Prize commissioners' costs	126 00	
Total expenses		1,115 91
Net proceeds		850 95

Net proceeds deposited in the United States treasury, New York.

Distribution cannot be ordered until the prize list of the Penguin, one of the capturing vessels, is received.

Schooner Flash and cargo.

Captured May 2, 1862; libelled May 19, 1862; condemned June 2, 1862; decree of distribution September 27, 1862.

Gross amount of sales :

Vessel	$1,900 00
Cargo	585 61
Total	2,485 61

Expenses :

Vessel.—Marshal's costs, (including custody, $172 50; wharfage, $85 15; towage, &c., $90; discharging and appraising, $10)	$442 86	
Cargo.—Marshal's costs, (including storage, $133 23; auctioneer, $39 58; appraising, $15)	215 33	
District attorney's costs	60 00	
Clerk's costs	33 85	
Counsel for captors' costs	150 00	
Prize commissioners' costs	203 20	
Prize commissioners' disbursements for advertising sales	11 94	
Total expenses		1,117 18
Net proceeds		1,368 43

Net proceeds in United States treasury, New York.

Distribution cannot be ordered until the prize list of the Onward, one of the capturing vessels, is received.

Schooner Zwalla and cargo.

Captured September 30, 1861; libelled May 6, 1862; condemned June 12, 1862; decree of distribution September 27, 1862.

Gross amount of sales :

Vessel not brought in.	
Cargo	$4,125 14
Total	4,125 14

Brought forward		$4,125 14
Expenses :		
Vessel.—None.		
Cargo—Marshal's costs, (including storage, $164 51; insurance, $11 25; auctioneer, $103 12; weighing and appraising, $64 70)	$767 26	
District attorney's costs	82 50	
Clerk's costs	34 85	
Counsel for captors' costs	182 00	
Prize commissioners' costs	223 12	
Prize commissioners' disbursements for advertising sales	6 42	
Total expenses		1,296 15
Net proceeds		2,828 99

Net proceeds in United States treasury, New York.

Distribution cannot be ordered until the prize list of the Huntsville, the capturing vessel, is received.

Sloop Pioneer and cargo.

Captured February 20, 1862; libelled April 21, 1862; condemned June 12, 1862; decree of distribution September 27, 1862.

Gross amount of sales :		
Vessel not brought in.		
Cargo		$2 366 92
Total		2,366 92
Expenses :		
Vessel—None.		
Cargo.—Marshal's costs, &c., (including storage, $402 35; insurance, $23 66; auctioneer, $59 17; weighing and appraising, $55 30)	$609 52	
District attorney's costs	70 00	
Clerk's costs	48 60	
Counsel for captors' costs	145 00	
Prize commissioners' costs	178 64	
Prize commissioners' disbursements for advertising sales	6 42	
Total expenses		1,058 18
Net proceeds		1,308 74

Net proceeds in United States treasury, New York.

Distribution cannot be ordered until the prize list of the Portsmouth, the capturing vessel, is received.

Schooner Hannah M. Johnson and cargo.

Captured May 31, 1861; libelled June 14, 1861; decree in district court October 2, 1861, restoring vessel and part of cargo, and condemning balance of cargo; claimants appealed to circuit court as to sixty bales of cotton; appeal not yet argued. All of the condemned cargo sold by orders and decrees in the district court.

Gross amount of sales :		
Vessel restored.		
Part of cargo restored.		
Balance of cargo		$2,470 26
Total		2,470 26

Brought forward		$2,470 26

This sum of $2,470 26 includes $1,380, the proceeds of the sixty bales of cotton appealed.

Expenses in district court:

Vessel.—None.

Cargo.—Marshal's taxed costs on the sixty bales of cotton appealed, &c., and paid out of the proceeds (including auctioneer's fees, $34; storage, $44, &c.)	$124 02	
Marshal's taxed costs on balance of cargo sold and paid out of the proceeds thereof, (including storage, $214 02; auctioneer's fees, $27 25)	285 62	
District attorney's costs, &c	90 00	
Counsel for captors' costs, &c	190 00	
Clerk's costs, &c	112 17	
Prize commissioners' costs, &c	131 00	
Total costs and expenses in district court		932 81
		1,537 45

Decree of distribution, September 27, 1862. The proceeds of that portion of the cargo not appealed are ready for distribution, to wit:

Gross proceeds of the cargo not appealed		$1,090 26
Expenses:		
Marshal's costs, &c., as above, (paid out of the proceeds)	$285 62	
District attorney's costs, &c	90 00	
Counsel for captors' costs, &c	190 00	
Clerk's costs, &c	112 17	
Prize commissioners' costs, &c	131 00	
Total expenses upon the cargo not appealed		808 79
Net amount ready for distribution		281 47

N. B.—The expenses upon the $1,380, balance of the proceeds, are not yet taxed or ascertainable, except the marshal's costs, &c., taxed as above, at $124 02, and paid out of the proceeds.

Amount deposited by clerk in United States treasury, New York, but cannot be ordered distributed until the prize list of the Perry, the capturing vessel, is received.

Schooner Wave and cargo.

Captured February 1, 1862; libelled March 27, 1862; condemned June 6, 1862; decree of distribution September 27, 1862. Vessel taken on capture for the use of the government without appraisal.

Gross amount of sales:

Vessel taken without appraisal.	
Cargo	$6,250 26
Total	6,250 26

Expenses:

Vessel.—None.		
Cargo.—Marshal's costs, &c., (including storage, $763 01; insurance, $62 50; auctioneer, $156 25; freight, $150)	$1,258 23	
District attorney's costs	75 00	
Clerk's costs	62 52	
Counsel for captors' costs	225 00	
Prize commissioners' costs	193 60	
Prize commissioners' disbursements for advertising sales	9 48	
Total expenses		1,958 95
Net proceeds		4,291 31

Net proceeds in United States treasury, New York.
Distribution cannot be ordered until the prize list of the Portsmouth, the capturing vessel, is received.

Sloop Annie and cargo.

Captured April 29, 1862; libelled July 17, 1862; condemned October 11, 1862; decree of distribution October 22, 1863. Vessel not brought in, having been taken for the use of the government without appraisal.

Gross amount of sales:

Vessel not brought in.	
Cargo	$10,677 22
Total	10,677 22

Expenses:

Vessel.—None.		
Cargo.—Marshal's costs, &c., (including storage, $202; insurance, $160 15; auctioneer, $266 93, &c.)	$844 01	
District attorney's costs	192 50	
Clerk's costs	37 05	
Counsel for captors' costs	306 00	
Prize commissioners' costs	215 87	
Prize commissioners' disbursements for advertising sales, $14 95; appraising and discharging cargo, $15	29 95	
Total expenses		1,625 38
Net proceeds		9,051 84

Net proceeds deposited in United States treasury, New York.
Distribution cannot be ordered until the prize list of the Preble, one of the capturing vessels, is received.

Schooner J G McNeil and cargo.

Captured January 25, 1862; libelled April 14, 1862; condemned June 10, 1862; decree of distribution January 20, 1863. Vessel taken for use of the government without appraisal.

Gross amount of sales:

Vessel taken without appraisal.	
Cargo	$6,536 90
Total	6,536 90

Expenses:

Vessel—None.		
Cargo.—Marshal's costs, (including storage, $258 82; insurance, $65 36; auctioneer, $163 42; freight, $47; examining and appraising, $45; weighing, $16 63)	$723 66	
District attorney's costs	82 50	
Clerk's costs	49 90	
Counsel for captors' costs	228 00	
Prize commissioners' costs	216 39	
Prize commissioners' disbursements for advertising sales	6 47	
Total expense		1,306 92
Net proceeds		5,229 98

Net proceeds deposited in the United States treasury, New York.
Distribution cannot be ordered until the prize list of the Arthur, the capturing vessel, is received

103 *casks of rice, (brought to New York by the schooner S. J. Waring.)*

Captured June 30, 1862; libelled August 2, 1862; condemned September 25, 1862; decree of distribution January 19, 1863.

Gross amount of sales:

Vessel, none brought in.		
Cargo		$3,510 34
Expenses:		
Vessel—None.		
Cargo.—Marshal's costs, (including storage, $157 10; insurance, $35 10; auctioneer, $87 75; weighing, $25 75; appraising, $25 63)	$408 39	
District attorney's cost	90 00	
Clerk's costs	43 30	
Counsel for captors' costs	174 00	
Prize commissioners' costs	172 00	
Prize commissioners' disbursements for advertising sales	8 64	
Total expenses		896 33
Net proceeds		2,614 01

Net proceeds deposited in the United States treasury, New York.
Distribution cannot be ordered until the prize list of the Albatros, one of the capturing vessels, is received.

Schooner Stephen Hart and cargo

Captured January 29, 1862; libelled February 18, 1862; issue joined, but not yet taxed; part of cargo taken by the government at appraised value; balance of cargo and vessel sold under interlocutory order.

Gross amount of sales:

Vessel	$10,000 00
Cargo, part taken by government at	180,473 61
Balance sold for	39,355 27
Total	229,828 00

Expenses not yet taxed or ascertainable.
Net proceeds deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Schooner Ezilda and cargo.

Captured September 30, 1861; libelled November 23, 1861; condemned in district court November 5, 1862; appealed to circuit court; appeal not yet argued

Vessel taken by the government on capture without appraisal	
Part of cargo taken by the government on capture at appraised value of	$575 00
Balance of cargo brought in, but not sold.	

Gross amount of sales:

Vessel taken by government without appraisal.	575 00
Cargo, part taken by government on appraisal at	
Balance not yet sold.	

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Bark Jurgen Lorenzen and cargo.

Captured January, 1861; not libelled.
Released February, 1861.

Expenses:

Prize commissioners' taxed costs, $145 60.

Schooner Joseph H. Toone and cargo.

Captured October 1, 1861; libelled November 19, 1861; condemned in district court November 21, 1862; appealed to the circuit court; appeal not yet argued. Vessel taken by the government without appraisal; part of the cargo taken by the government at appraised value, $13,795 15. Balance of cargo brought in, but not sold.

Gross amount of sales:

Vessel taken by government without appraisal.
Cargo, part taken by government on appraisal at $13,795 15.
Balance not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Louisa Agnes and cargo.

Captured September 9, 1861; libelled September 13, 1861; condemned April 7, 1862, decree of distribution September 27, 1862.

Gross amount of sales:

Vessel	$1,000 00
Cargo	105 00
Total	1,105 00

Expenses:

Vessel.—Marshal's taxed costs, &c., (including custody, $715; towage, $20; wharfage, $184 50)	$962 54	
Cargo.—Expenses on sale of cargo, (including storage, $79 85)	105 10	
District attorney's taxed costs	57 50	
Clerk's taxed costs	69 85	
Counsel for captors' taxed costs	125 00	
Prize commissioners' taxed costs	81 00	
Total expenses		1,401 00
Deficiency		295 90

No amount to be distributed.

Steamer Stettin and cargo

Captured May 24, 1862; libelled June 4, 1862; condemned December 15, 1862; appealed to circuit court; appeal not yet argued. Vessel taken for use of the government at its appraised value. Cargo sold under interlocutory order.

Gross amount of sales:

Vessel taken at appraisal for	$50,000 00
Cargo sold for	176,393 10
Total	226,393 10

Expenses not yet taxed or ascertainable.
Proceeds of cargo deposited in United States treasury, New York.
Amount not yet ready for distribution.

Privateer schooner Savannah.

Vessel captured and proceedings commenced in prize, but afterwards abandoned. Condemned under act of Congress, March 3, 1819.

Net proceeds paid into treasury	$1,080 04

Expenses in prize court:

Prize commissioners' costs, &c.	191 80

Schooner Mars and cargo.

Captured February 5, 1862; libelled March 5, 1862; condemned June 3, 1862; decree of distribution September 27, 1862.

Gross amount of sales:

Vessel	$800 00
Cargo	341 00
Total	1,141 00

Expenses:

Vessel.—Marshal's costs, (including wharfage, $129 70; pilotage, $34 50; towage, $20; examining and appraising vessel and cargo, $50; custody, $337 50)	$613 04	
Cargo.—Marshal's costs, (including storage, $106 12; insurance, $3 41; auctioneer, $8 52)	152 40	
District attorney's costs	52 50	
Clerk's costs	47 26	
Counsel for captors' costs	122 00	
Prize commissioners' costs	184 62	
Prize commissioners' disbursements for advertising	5 22	
Total expenses		1,157 04
Deficiency		16 04

No amount to be distributed.

Brig Delta and cargo.

Captured October 28, 1861; libelled November 27, 1861; condemned in district court June 3, 1862; appealed to circuit court; appeal argued November 13, 1862, but not yet decided.

Gross amount of sales:

Vessel not sold.
Cargo not sold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Bark Empress and cargo.

Captured November 27, 1861; libelled January 22, 1862; condemned in district court July 12, 1862; appealed to circuit court; appeal argued November 13, 1862, and not yet decided.

Gross amount of sales:

Vessel not sold.
Cargo not sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner G. H. Smoot and cargo.

Captured (date not given;) libelled November 10, 1862; not yet tried; pending in district court.

Vessel and cargo taken, on capture, at their appraised values, but the papers do not show what such values were.

Amount not yet ready for distribution.

Steamer Wilson and cargo.

Captured (date not given;) libelled November 10, 1862; not yet tried; pending in district court.

Vessel and cargo taken, on capture, for use of the government at their appraised values, but the papers do not show what the values were.

Amount not yet ready for distribution.

Steamer Nuestra Senora de Regla, (no cargo.)

Captured November 29, 1861; libelled January 9, 1862; issue joined, but not yet tried.
Vessel taken for use of the government on appraisal at New York.

Gross amount of sales:

Vessel taken at appraisal	$28,000 00

Cargo, none.
Expenses not yet taxed or ascertainable.
Proceeds not yet ready for distribution.

Steamer Ouachita, (no cargo.)

Captured October 14, 1862; libelled November 28, 1862; condemned in district court January 3, 1863; appealed to circuit court; appeal not yet argued.

Gross amount of sales:

Vessel not yet sold.
Cargo, none brought in.
Expenses not yet taxed or ascertainable.

Bark Sally Magee and cargo.

Captured June 26, 1861; libelled July 9, 1861.
Issue joined, but not yet tried; cause waiting decision of similar case in United States Supreme Court.
Cargo bonded at appraised value; vessel sold under an interlocutory order.

Gross amount of sales:

Vessel	$8,150 00
Cargo bonded at	69,180 00
Total	77,330 00

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.
Proceeds of vessel, $8,150, paid into the United States treasury, New York.

Sloop Wave and cargo.

Captured, (date unknown;) libelled July 29, 1862.
Cause not yet tried; no claim filed.
Vessel not brought in.
Cargo (sixty-six sacks and two bags of rice) not yet sold.
Amount not yet ready for distribution.

Schooner Levi Rowe and cargo.

Captured November 29, 1862; libelled December 17, 1862.
Order made giving time to captors to produce further proofs.
Cause pending in district court.

Gross amount of sales:

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Troy and cargo.

Captured August 13, 1862; libelled October 1, 1862.
Order made December 10, 1862, restoring vessel and cargo on payment of costs.

Steamer Sunbeam and cargo.

Captured September 28, 1862; libelled October 17, 1862; condemned in district court January 19, 1863; appealed to circuit court; appeal not yet argued.

Gross amount of sales :

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Ship North Carolina.

Captured May 14, 1861; libelled May 31, 1861; condemned in district court October 2, 1861; claimants appealed to circuit court; appeal argued November 15, 1861; not yet decided.

Gross amount of sales :

Vessel not yet sold.
Cargo, none on board.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Haxall and cargo.

Captured May 17, 1861; libelled May 31, 1861; restored without trial June 13, 1861.

Expenses :

Prize commissioners' taxed costs and disbursements, $183.

Schooner Crenshaw and cargo.

Captured May 17, 1861; libelled May 31, 1861; decree in district court September 28, 1861, condemning vessel and part of cargo, and restoring balance of cargo; claimants appealed to circuit court; appeal not yet argued.

Gross amount of sales :

Vessel bonded on appraisal at	$3,500 00
Cargo bonded on appraisal at	61,681 48
	65,181 48

Expenses not yet taxed or ascertainable.
Amount not ready for distribution.

Brigantine Solferino and cargo.

Captured June 26, 1861; libelled July 12, 1861; restored on payment of costs August 24, 1861.

Bark Winifred and cargo.

Captured May 25, 1861; libelled June 3, 1861.
Decree in district court September 30, 1861, condemning vessel and five-eighths of cargo, and restoring three-eighths of cargo.
Claimants appealed to circuit court; appeal argued November 15, 1861; not yet decided.

Gross amount of sales:

Vessel not sold.	
Cargo bonded on appraisal at	$50,400 00

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Bark Octavia and cargo.

Captured May 16, 1861; libelled May 29, 1861.
Restored June 30, 1861, by order of court, under instructions from the Secretary of State.

Expenses :

Prize commissioners' taxed costs	$142 90

Schooner George M. Smith and cargo.

Captured May, 1861 ; not libelled. Restored without trial May, 1861.

Expenses :

Prize commissioners' taxed costs and disbursements	$133 00

Schooner Lynchburg and cargo.

Captured May 30, 1861 ; libelled June 4, 1861 ; decree in district court October 23, 1861, condemning vessel and all of the cargo, except 1,541 bags of coffee claimed by Brown Brothers & Co., which were restored. Claimants appealed to circuit court ; appeal argued November 15, 1861 ; not yet decided.

Gross amount of sales :

Vessel not sold.	
Cargo bonded on appraisal at	$24,593 85

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Velasco and cargo.

Captured May 18, 1861 ; libelled July 25, 1861 ; decree October 1, 1861, restoring cargo and condemning vessel ; decree of distribution September 27, 1862.

Gross amount of sales :

Vessel		$550 00

Expenses :

Vessel.—Marshal's costs, &c., (including custody, $432 50; wharfage, $152 50)	$639 02	
Cargo.—Marshal's costs, &c.	60 70	
Clerk's costs	13 68	
Prize commissioners' costs	158 55	
Total expenses	871 95	
Deficiency	321 95	

No amount for distribution.

Schooner Thomas Watson and cargo.

Captured (date not given ;) libelled January 8, 1862 ; no papers or witnesses were brought in ; cause pending on an order to allow captors to produce further proof. Cargo sold under interlocutory order. Vessel not brought in.

Gross amount of sales :

Vessel not brought in.	
Cargo	$656 88

Expenses not yet taxed or ascertainable.
Net proceeds deposited in United States treasury, New York.
Amount not yet ready for distribution.

Brig Sarah Starr and cargo.

Captured August 3, 1861 ; libelled August 14, 1861 ; decree in district court condemning vessel and cargo ; claimants of vessel and part of cargo appealed to circuit court ; appeal

not yet argued. Vessel released on bonds for appraised value. Cargo sold under interlocutory order.

Gross amount of sales :

Vessel bonded at appraised value at	$2,000 00
Cargo	53,211 07
Total	55,211 07

Costs and expenses not yet taxed or ascertainable.
Net proceeds deposited in circuit court clerk's office, New York.
Not yet ready for distribution.

Bark General Greene and cargo.

Captured June 4, 1861 ; libelled June 17, 1861 ; decree in district court October 1, 1861, restoring cargo and condemning vessel ; claimants of vessel appealed to circuit court ; appeal not yet argued. Vessel sold under interlocutory order.

Gross amount of sales :

Vessel	$2,200 00

Cargo restored.
Expenses not yet taxed or ascertainable.
Amount deposited and remaining in circuit court clerk's office.
Not yet ready for distribution.

Schooner Forest King and cargo.

Captured June 13, 1861 ; libelled June 29, 1861 ; decree in district court October 1, 1861, restoring cargo and seven-eighths of vessel ; claimants of one-eighth of vessel appeal to circuit court ; appeal not yet argued ; one-eighth of vessel bonded at appraised value.

Gross amount of sales :

Vessel, one-eighth bonded (seven eighths restored) at	$850 00

Cargo restored.
Expenses not yet taxed or ascertainable
Amount not yet ready for distribution.

Schooner Mersey and cargo.

Captured April 26, 1862 ; libelled May 17, 1862 ; condemned in district court August 5, 1862 ; claimants appealed to circuit court ; appeal not yet argued.

Gross amount of sales :

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Jefferson Davis, (otherwise called the Reindeer.)

Captured September 17, 1862 ; libelled January 19, 1863. Cause not yet tried in district court. Vessel taken on capture for the use of government at its appraised value.

Gross amount of sales:

Vessel taken at appraisal	$400 00

Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Steamer Elizabeth and cargo.

Captured May 29, 1862 ; libelled June 19, 1862 ; condemned November 21, 1862 ; ap-

pealed to circuit court; appeal not yet argued. Part of the cargo taken for the use of the government at its appraised value.

Gross amount of sales:

Vessel not sold.
Cargo, part taken at appraisal $13,580 79
Balance unsold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Steamer Ella Warley and cargo.

Captured April 25, 1862; libelled June 4, 1862; condemned in district court December 26, 1862; appealed to circuit court; appeal not yet argued. Vessel sold under an interlocutory order. Part of the cargo taken for use of the government at its appraised value.

Gross amount of sales:

Vessel	$28,600 00
Cargo, part taken by government at	32,624 54
Balance not yet sold.	
Total	61,224 54

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in United States treasury, New York.
Not yet ready for distribution.

Sloop Mercury and cargo.

Captured January 4, 1863; libel not yet filed; witness in preparatorio being examined.

Gross amount of sales:

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Mary Clinton and cargo.

Captured May 29, 1861; libelled July 3, 1861. Issue joined, but not yet tried; cause waiting for decision of similar case in United States Supreme Court. Vessel sold under interlocutory order; part of cargo bonded at appraised value; part released on payment of appraised value into court; balance of cargo condemned and sold.

Gross amount of sales:

Vessel	$5,200 00
Cargo, part bonded at	20,624 00
Cargo, part released on paying appraised value	1,080 00
Balance, condemned proceeds	284 50
Total	27,188 50

The amount paid into court is invested under order of the court in $7\frac{3}{10}$ treasury bonds.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Brig Hallie Jackson and cargo.

Captured June 10, 1861; libelled June 19, 1861; condemned in district court October 7, 1861. Cargo appealed to circuit court; appeal argued May 15, 1862; not yet decided. Vessel sold under final decree of district court; cargo sold under interlocutory order of circuit court.

Gross amount of sales:

Vessel	$3,625 00
Cargo	2,782 78
Total	6,407 78.

Decree of distribution of the proceeds of the vessel (not appealed) September 27, 1862.

Gross proceeds of vessel		$3,625 00
Expenses in district court:		
Vessel.—Marshal's taxed costs, &c., (including pilotage, $28 97; hauling vessel, towage, &c., $54 96; wharfage, $212 10; discharging cargo, &c., $82 75, paid out of proceeds)	$810 82	
Vessel and cargo.—District attorney's taxed costs, &c., (paid out of proceeds)	282 30	
Clerk's taxed costs, &c., (paid out of proceeds)	84 45	
Counsel for captors' costs, &c., (paid out of proceeds)	40 00	
District attorney's further taxed costs	50 00	
Counsel for captors' further taxed costs	170 00	
Prize commissioners' taxed costs	177 37	
Total expenses in district court		1,614 94
Net proceeds		2,010 06

Deposited in the United States treasury, New York.

Gross proceeds of cargo	$2,782 78

Deposited in circuit court clerk's office, New York, and not yet ready for distribution.
Expenses in circuit court not yet ascertainable.

Bark Pioneer and cargo.

Captured May 20, 1861; libelled May 31, 1861; condemned in district court September 30, 1861. Appealed to circuit court; appeal argued November 15, 1861; not yet decided. Vessel and cargo sold under interlocutory order.

Gross amount of sales:

Vessel	$25,400 00
Cargo	8,378 01
Total	33,778 01

Costs and expenses not yet ascertainable.
Net proceeds deposited in circuit court clerk's office, New York.
Not yet ready for distribution.

Ship Alliance and cargo.

Captured May 2, 1862; libelled May 17, 1862; condemned in district court December 11, 1862. Appealed to circuit court; appeal not yet argued. Part of the cargo was sold under interlocutory order.

Gross amount of sales:

Vessel not yet sold.
Cargo, part sold for $54,499 85.
Balance not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.
Proceeds in United States treasury, New York.

Bark Hiawatha and cargo.

Captured May 20, 1861; libelled May 27, 1861, condemned in district court September 27, 1861; appealed to and condemned in circuit court November 20, 1861; appealed to Supreme Court November 26, 1861; appeal not yet argued.

Gross amount of sales:

Vessel not yet sold.	
Cargo, part bonded on appraisal at	$2,990 40
Cargo, part missing, to be accounted for by the marshal; proceedings pending before Judge Nelson.	

Brought forward	$2,990 40
Balance of cargo sold for	256,478 37
Total	259,468 77

Proceeds of cargo ascertained deposited in sub-treasury, New York.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Steamer Nassau and cargo.

Captured May 27, 1862; libelled July 12, 1862; condemned December 4, 1862; appealed to circuit court; appeal not yet argued. Vessel sold under interlocutory decree. Part of cargo taken for use of the government at its appraised value.

Gross amount of sales:

Vessel	$21,000 00
Cargo, part taken at appraisal	49,892 46
Balance unsold.	
Total	70,892 46

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in United States treasury, New York.
Amount not yet ready for distribution.

Schooner Napoleon, (no cargo.)

Captured March 14, 1862; libelled June 3, 1862; condemned December 27, 1862. Order permitting claimants to give further proof. Vessel sold under interlocutory order.

Gross amount of sales:

Vessel	$8,575 00
Cargo, none brought in.	

Expenses not yet taxed or ascertainable.
Proceeds deposited in United States treasury, New York.
Amount not yet ready for distribution.

Ship Gondar and cargo.

Captured May 2, 1862; libelled June 4, 1862; condemned in district court December 11, 1862; appealed to circuit court; appeal not yet argued. Part of cargo sold under interlocutory order.

Gross amount of sales:

Vessel not yet sold.
Cargo, part sold for $113,056 04.
Balance not yet sold.
Expenses not yet taxed or ascertainable.
Proceeds of cargo sold deposited in United States treasury, New York.
Amount not yet ready for distribution.

Steamer Patras and cargo.

Captured May 27, 1862; libelled July 11, 1862; condemned December 11, 1862; appealed to circuit court; appeal not yet argued. Part of the cargo (powder) sold under interlocutory decree, and a part taken for use of the government at its appraised value.

Gross amount of sales:

Vessel not sold.	
Cargo, part sold for	$15,218 61
Part taken at appraisal for	3,100 00
Total	18,318 61

Expenses not yet taxed or ascertainable.
Proceeds of cargo sold deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Schooner Prince Leopold and cargo.

Captured August 22, 1861; libelled September 11, 1861; condemned in district court January 21, 1862; appealed to circuit court; appeal argued May 16, 1862, but not yet decided.

Gross amount of sales:

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Tropic Wind and cargo.

Captured, (date not given;) libelled August 5, 1861; decree November 9, 1861, restoring vessel and cargo.

Expenses:

Prize commissioners' costs..... $161 40

Schooner Argonaut and cargo.

Captured, (date not given;) libelled October 5, 1861; decree, October 21, 1861, restoring vessel and cargo.

Expenses:

Prize commissioners' costs..... $116 00

Schooner Florida and cargo.

Captured January 11, 1863; libel not yet filed; testimony in preparatorio being taken.

Gross amount of sales:

Vessel not yet sold.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Steamer Memphis and cargo.

Captured July 31, 1862; libelled August 8, 1862; condemned in district court November 26, 1862. Appealed to circuit court; appeal not yet argued. Vessel taken for use of the government at its appraised value.

Gross amount of sales:

Vessel taken at appraisal..... $103,000 00
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

508 *barrels of rosin.*

(Brought to New York by the schooner Eothen.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales:

Vessel, none.
Cargo..... $6,690 29
Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

52 *bales of cotton,* (intended for the cargo of the Monte Christo.)

Captured July 9, 1862; libelled October 1, 1862; condemned in district court January 3, 1863. Appealed to circuit court; appeal not yet argued.

Gross amount of sales :

Vessel, none in.
Cargo not yet sold.
Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

282 *bales of cotton*, 222 *barrels of rosin*, 2,000 *white oak staves, and a quantity of yellow-pine planks.*

(Brought to New York by the schooner Napoleon.)

Captured March 14, 1862; libelled June 3, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales :

Vessel, none.
Cargo $62, 179 36
Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

310 *barrels of rosin.*

(Brought to New York by the schooner Emily.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales :

Vessel, none.
Cargo $3, 342 12
Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

750 *barrels of rosin and* 253 *casks of rosin.*

(Brought to New York by the schooner Exertion.)

Captured March 14, 1862; libelled July 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales :

Vessel, none.
Cargo $9, 501 19
Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

783 *barrels of rosin.*

(Brought to New York by the schooner Julius Webb.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales :

Vessel, none.
Cargo $6, 172 76
Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

556 barrels and 64 casks of rosin.

(Brought to New York by the schooner Sarah A. Falconer.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales:

Vessel, none.	
Cargo	$8,299 49

Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

Schooner Aigburth and cargo.

Captured August 31, 1861; libelled September 13, 1861; condemned in district court March 27, 1862. Appealed to circuit court; appeal not yet argued. Cargo sold under interlocutory order.

Gross amount of sales:

Vessel bonded in circuit court at	$900 00
Cargo	2,093 24
Total	2,993 24

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.
Proceeds of cargo paid into United States treasury, New York.

391 barrels of rosin, 29 barrels of tar, 4,500 shingles.

(Brought to New York by the schooner Alfred H. Partridge.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales:

Vessel, none.	
Cargo	$5,128 70

Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

121 barrels of oil, 1,331 barrels of rosin, pitch, and turpentine, and 257 casks of rosin.

(Brought to New York by the schooner Palma.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales:

Vessel, none.	
Cargo	$15,742 84

Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

858 barrels of rosin, 74 casks of rosin, and 9 bales of cotton.

(Brought to New York by the schooner Clifton.)

Captured March 14, 1862; libelled June 16, 1862; condemned in district court January 5, 1863. Appealed to circuit court; appeal not yet argued. Property sold under interlocutory order.

Gross amount of sales:

Vessel, none.	
Cargo	$11,570 51

Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Not yet ready for distribution.

Schooner Actor and cargo.

Captured February, 1862; libelled June 17, 1862; condemned October 6, 1862. Vessel and cargo brought to New York by Johnson & Higgins, salvors, under an agreement made by Commodore Rowan with them, that they should have $3,000 out of the net proceeds, or the whole of the net proceeds, if less than $3,000.

Gross amount of sales:

Vessel		$730 00
Cargo		2,100 00
Total		2,830 00
Expenses:		
Vessel.—Marshal's costs, (including towage, $14; appraising vessel and cargo, $55)	$186 15	
Cargo.—Marshal's costs, (including storage, $415; insurance, $21; auctioneer, $58, &c.)	592 28	
District attorney's costs	135 00	
Counsel for captors' costs	156 00	
Clerk's costs	46 10	
Prize commissioners' costs	200 10	
Prize commissioners' disbursements for advertising sales	20 52	
Total expenses		1,336 15
Net proceeds		1,493 85

Net proceeds claimed by Johnson & Higgins, salvors, &c.
No amount to be distributed.

Steamer Ann and cargo.

Captured June 29, 1862; libelled July 17, 1862; condemned November 5, 1862.

Gross amount of sales:

Vessel	$31,250 00
Cargo	21,821 12
Total	53,071 12

Expenses not yet taxed or ascertainable.
Amount deposited in the United States treasury, New York.
Not yet ready for distribution.

Schooner John Gilpin and cargo.

Captured (date unknown;) libelled September 6, 1862; decree in district court January 7, 1863; condemning cargo and one-fourth of vessel, and restoring three-fourths of vessel. Claimants of cargo appealed to circuit court; appeal not yet argued.

Gross amount of sales:

Vessel, three-fourths restored.
Vessel, one-fourth sold for $1,462 50.
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Net proceeds of vessel deposited in United States treasury, New York.
Not yet ready for distribution.

Brig Robert Bruce and cargo.

Captured October 22, 1862 ; libelled November 6, 1861 ; condemned December 17, 1862.

Gross amount of sales :

Vessel $6,100 00
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Schooner Reindeer and cargo.

Captured July 9, 1862 ; libelled October 1, 1862 ; condemned November 5, 1862. Vessel taken for use of the government without appraisal.

Gross amount of sales :

Vessel not yet brought in.
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner William H. Northrup and cargo.

Captured December 25, 1861 ; libelled January 17, 1862 ; condemned November 5, 1862.

Gross amount of sales :

Vessel $225 00
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in the United States treasury, New York.
Not yet ready for distribution.

Schooner Maria and cargo.

Captured April 30, 1862 ; libelled May 21, 1862 ; condemned December 24, 1862.

Gross amount of sales :

Vessel $1,275 00
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in United States treasury, New York.
Not yet ready for distribution.

Steamer Scotia and cargo.

Captured October 24, 1862 ; libelled November 15, 1862 ; condemned December 29, 1862.

Gross amount of sales :

Vessel $23,000 00
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Steamer Labuan and cargo.

Captured February 1, 1862 ; libelled March 29, 1862 ; decree May 21, 1862, restoring vessel and cargo.

Expenses :

Prize commissioners' taxed costs $346 70

Schooner Mary Stewart and cargo.

Captured June 3, 1862 ; libelled July 7, 1862 ; condemned November 19, 1862.

Gross amount of sales :

Vessel	$140 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in United States treasury, New York.
Amount not yet ready for distribution.

Sloop Lizzie and cargo.

Captured August 2, 1862; libelled September 20, 1862; condemned November 5, 1862. Vessel not brought in.

Gross amount of sales:

Vessel not brought in.
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Sloop Osceola, (no cargo)

Captured December 11, 1861; libelled March 7, 1862; condemned July 12, 1862. Vessel taken for the use of the government, on capture, at appraised value, $600.

Gross amount of sales:

Vessel taken by government at	$600 00

Cargo, none.

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Albert and cargo.

Captured May 1, 1862; libelled May 17, 1862; condemned December 26, 1862.

Gross amount of sales:

Vessel	$1,350 00
Cargo	10,084 08
Total	11,434 08

Expenses not yet taxed or ascertainable.
Amount deposited in United States treasury, New York.
Amount not yet ready for distribution.

Steamer Tubal Cain and cargo.

Captured July 24, 1862; libelled August 5, 1862; condemned November 5, 1862.

Gross amount of sales:

Vessel	$25,100 00
Cargo, part sold for	3,795 46
Total	28,895 46

Balance not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds deposited in the United States treasury, New York.
Not yet ready for distribution.

Schooner Water Witch and cargo.

Captured August 23, 1862; libelled November 24, 1862; condemned December 29, 1862.

Gross amount of sales:

Vessel	$1,900 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Schooner Olive and cargo.

Captured November, 1861; libelled May 19, 1862; condemned June 28, 1862.
Vessel and cargo taken on capture for the use of the government at appraised value.

Gross amount of sales:

Vessel taken on appraisal for	$700 00
Cargo taken on appraisal for	1,050 00
Total	1,750 00

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Mary Teresa and cargo.

Captured May 10, 1862; libelled May 19, 1862; condemned December 26, 1862.

Gross amount of sales:

Vessel not yet sold.
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Rambler and cargo.

Captured September 9, 1862; libelled November 24, 1862; condemned December 29, 1862.
Vessel not brought to New York, having been sent to Key West.

Gross amount of sales:

Vessel not brought in.
Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner British Empire and cargo.

Captured April, 1862; libelled September 20, 1862; condemned November 5, 1862.
Vessel abandoned as unseaworthy.
Part of cargo sold at Key West, and net proceeds paid to Paymaster Quincey.
Part of cargo taken for use of the government at Key West at an appraised value.

Gross proceeds of sales:

Vessel not brought in.	
Cargo, part taken at appraisal	$210 00
Part sold at Key West for	3,371 73
Balance not yet sold.	
Total	3,581 73

Expenses:

Vessel, none.	
Cargo.—Expenses at Key West	$71 73.

Expenses at New York not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Revere and cargo.

Captured October 16, 1862; libelled October 25, 1862; condemned December 17, 1862.

Gross amount of sales:

Vessel	$900 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Proceeds of vessel deposited in United States treasury, New York.
Amount not yet ready for distribution.

Schooner Jesse J. Cox and cargo.

Captured March 25, 1862; libelled June 6, 1862; condemned July 12, 1862; decree of distribution September 27, 1862.

Gross amount of sales:

Vessel and cargo taken for use of the government on capture, without appraisal.

Expenses:

Prize commissioners' taxed costs	$57 70

Sloop Advocate, (no cargo.)

Captured December 1, 1861; libelled March 3, 1862; condemned June 25, 1862. Vessel taken on capture for the use of the government at its appraised value.

Gross amount of sales:

Vessel taken at appraised value	$600 00

Cargo, none.

Expenses not yet taxed or ascertainable.

Schooner Captain Speddon and cargo.

Captured December 31, 1861; libelled March 6, 1862; condemned June 25, 1862. Vessel and cargo taken for the use of the government at appraised value.

Gross amount of sales:

Vessel taken at appraisal	$700 00
Cargo taken at appraisal	687 50
Total	1,387 50

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Ship Cheshire and cargo.

Captured December 6, 1861; libelled December 21, 1861; condemned in district court June 3, 1862; appealed to circuit court; appeal argued November 13, 1862, but not yet decided. Part of cargo released from custody on claimants paying appraised value into court.

Gross amount of sales:

Vessel released on payment of appraised value	$6,250 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Amount in circuit court clerk's office, New York. Not yet ready for distribution.

Schooner General C. C. Pinckney and cargo.

Captured May 6, 1862; libelled June 4, 1862; condemned December 19, 1862.

Gross amount of sales:

Vessel	$510 00
Cargo	19,278 33
Total	19,788 33

Expenses not yet taxed or ascertainable.
Proceeds deposited in the United States treasury, New York.
Amount not yet ready for distribution.

Steamboat Anna and cargo.

Captured November 22, 1861; libelled March 5, 1862. Cause brought to a hearing, but suspended until further proof can be obtained by captors. Vessel taken on capture for the use of government at its appraised value. Cargo sold under interlocutory order.

Gross amount of sales.

Vessel taken at appraised value	$4,200 00
Cargo sold for	14,223 82
Total	18,423 82

Expenses not yet taxed or ascertainable.
Proceeds of cargo deposited in United States treasury, New York.

Sloop Express, (no cargo.)

Captured December 11, 1861; libelled March 5, 1862; condemned July 12, 1862. Vessel taken on capture for use of the government at its appraised value.

Gross amount of sales:

Vessel taken at appraised value	$600 00

Cargo, none.

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Bel'e and cargo

Captured April 26, 1862; libelled May 17, 1862; condemned December 26, 1862.

Gross proceeds of sales:

Vessel	$890 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Schooner Annie Sophia and cargo.

Captured August 27, 1862; libelled September 5, 1862; condemned October 6, 1862.

Gross amount of sales:

Vessel	$1,125 00
Cargo	404 92
Total	1,529 92

Expenses not yet taxed or ascertainable.
Proceeds deposited in United States treasury, New York.
Amount not yet ready for distribution.

Sloop Delight, (no cargo.)

Captured December 11, 1862; libelled March 3, 1862; condemned July 12, 1862. Vessel taken for the use of government on capture at appraised value.

Gross amount of sales:

Vessel taken at appraised value	$600 00

Cargo, none.

Expenses not yet taxed or ascertainable.
Not yet ready for distribution.

Schooner Annie Dees and cargo.

Captured November 20, 1862; libelled December 12, 1862; condemned January 3, 1863. Vessel taken on capture for the use of the government at its appraised value.

Gross amount of sales:

Vessel taken at appraisal	$500 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.
Amount not yet ready for distribution.

Steamer Anglia and cargo.

Captured October 27, 1862; libelled November 10, 1862; condemned December 29, 1862.

Gross amount of sales:

Vessel	$20,000 00

Cargo not yet sold.

Expenses not yet taxed or ascertainable.

Proceeds of vessel deposited in United States treasury, New York.

Not yet ready for distribution.

Schooner Jane Campbell and cargo.

Captured December 14, 1861; libelled January 3, 1862; decree March 29, 1862, restoring vessel and cargo without loss.

Expenses:

Prize commissioners' taxed costs	$198 80

PHILADELPHIA CASES.

Ship General Parkhill and cargo.

Captured May 12, 1861; libelled May 25, 1861.

Vessel appraised at $7,000; reappraised		$7,500 00
Cargo appraised at		1,513 80
		9,013 80

Vessel condemned in the district court July 23, 1861; cargo condemned in the district court August 19, 1861. Appeal to circuit court July 26, 1861; appeal dismissed by the circuit court, October 19, 1861.

Gross proceeds of sale of vessel		$7,400 00
Gross proceeds of sale of cargo		2,403 85
Total		9,803 85
Allowed claimants (seamen's wages) out of proceeds		222 66
		9,581 19

Expenses:

Pilotage, $45; towage, $191; advertising, handbills, and posting, $79 30; discharging, $178 60; pumping and cleaning ship, $217 50; insurance, $46; drayage, $126 20; storage, $63 10; labor, furling and drying sails, &c., $25; riggers for overhauling sails, &c., $33 75; wharfage, $140; custody, $255; auctioneer, $60 12; appraisement and inventory, $105; miscellaneous items, $13 50	$1,579 07	

Fees:

District attorney, $290; clerk's fees and commissions, $179 57; marshal's fees and commissions, $172 79; prize commissioners, $120; miscellaneous items, $51	813 36	
		2,392 43
Net proceeds		7,188 76

September 17, 1862.—Order of payment into the treasury of the United States for distribution.

Prize lists, with request for distribution, sent to Fourth Auditor of the Treasury October 17, 1862.

Ship Amelia and cargo.

Captured June 18, 1861 ; libelled June 29, 1861.

Vessel appraised at	$9,000 00
Cargo appraised at	19,462 50
Total	28,462 50

Vessel condemned in district court September 6, 1861 ; cargo (part of) condemned in district court October 19, 1861 ; cargo (part of) condemned in district court November 27, 1861; cargo (part of) condemned in district court February 1, 1862 ; cargo (two cases books) liberated in district court November 26, 1861 ; cargo (two cases fancy goods) liberated in district court January 23, 1862 ; cargo (one case and one trunk fancy goods) liberated in district court April 3, 1862.

Appeal from decrees (October 19, 1861, and November 27, 1861) of condemnation of part of cargo, April 25, 1862.

Parts of cargo (the subjects of appeal from decrees of condemnation of the district court) condemned in the circuit court July 1, 1862.

Gross proceeds of sale of vessel		$11,500 00
Gross proceeds of sale of cargo		18,270 35
		29,770 35
Increase of fund by investment of $1,814 37 in gold in treasury notes of the United States		575 97
		30,346 32
Allowed claimants out of proceeds		5,708 32
		24,638 00
Expenses :		
Pilotage, $53 33 ; towage, $145 ; advertising, posting, and handbills, $141 12 ; discharging, $573 ; insurance, $247 40 ; wharfage, $435 ; weighing, $228 99 ; cooperage, $36 52 ; gauging, $5 ; storage, $722 90 ; pumping out vessel, $515 ; unbending and repairing sails, &c., $40 51 ; custody, $728 25 ; auctioneer, $513 14; appraisement and inventory, $336 ; miscellaneous items, $29 30	$4,750 46	
Fees :		
District attorney, $755 ; clerk's fees and commissions, (district court,) $279 48 ; marshal's fees and commissions, $485 50 ; prize commissioners, $185 ; clerk circuit court, fees and commissions, $109 66 ; miscellaneous items, $6	1,820 64	
		6,571 10
Net proceeds		18,066 90

Order of payment by the district court into the treasury of the United States for distribution.

October 31, 1862, order of payment by the circuit court into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution December 3, 1862.

Schooner George G. Baker and cargo.

Captured August 9, 1861 ; libelled August 27, 1861.

Vessel appraised at	$1,400 00
Cargo appraised at	3,697 92
	5,097 92

Condemned in the district court August 28, 1862.

Gross proceeds of sale of vessel		$1,300 00
Gross proceeds of sale of cargo		4,704 96
		6,004 96
Increase of fund by investment of $2,631 93 gold in treasury notes of the United States		835 64
Total		6,840 60
Expenses:		
Pilotage, $18; towage, $6; advertising, handbills, and posting, $114; discharging, $25; drying sails, $3; drayage, $15 58; cooperage, $8 63; weighing, $10 49; storage, $127 50; auctioneer, $148 07; custody, $570 25; wharfage, $342; appraisement and inventory, $10; witnesses, $34	$1,432 52	
Fees:		
District attorney, $200; clerk's fees and commissions, $120 45; marshal's fees and commissions, $135 28; prize commissioners, $136 50; miscellaneous items, $26	618 23	
		2,050 75
Net proceeds		4,789 85

January 6, 1863, order of payment into the treasury of the United States for distribution.
Net amount of proceeds paid into the United States treasury at Philadelphia.
Fourth Auditor of the Treasury requested to make distribution February 17, 1863.

Schooner Harriet Ryan and cargo.

Captured September 9, 1861; libelled October 19, 1861.

Vessel appraised (first) at $1,900.		
Vessel appraised (second appraisement) at		$2,500 00
Cargo appraised at		786 95
		3,286 95

Condemned in the district court November 19, 1861.

Gross proceeds of sale of vessel		$1,000 00
Gross proceeds of sale of cargo		718 53
Total		1,718 53
Expenses:		
Pilotage, $24; towage, $7; health fees, $6; advertising, handbills, and posting, $53; drying and storing sails, $8; discharging, $50; measuring, $22 56; weighing, 77 cents; gauging, $1 87; auctioneer, $42 95; wharfage, $128; custody, $162 50; appraisement and inventory, $40	$546 65	
Fees:		
District attorney, $90; clerk's fees and commissions, $52 83; marshal's fees and commissions, $52 20; prize commissioners, $62; miscellaneous items, $21	278 03	
		$824 68
Net proceeds		893 85

October 2, 1862.—Order of payment into the treasury of the United States for distribution.
Net amount of proceeds paid into the United States treasury at Philadelphia.
Fourth Auditor of the Treasury requested to make distribution October 17, 1862.

The schooner Ocean Wave and cargo.

Captured September 9, 1861; libelled October 19, 1861.

Vessel appraised at	$3,000 00
Cargo appraised at	676 04
	3,676 04

Condemned in the district court January 4, 1862.

Gross proceeds of sale of vessel	$2,650 00
Gross proceeds of sale of cargo	775 32
	3,425 32
Increase of fund by investment of $2,650 gold in treasury notes of the United States	841 37
Total	4,266 69

Expenses:

Pilotage, $18; towage, $7; health fees, $6; advertising, handbills, and posting, $63; discharging, $13; weighing, $1; drying and stowing sails, $8; gauging, $2; auctioneer, $85 63; wharfage, $214; custody, $267 50; inventory and appraisement, $43	$718 13	

Fees:

District attorney, $90; clerk's fees and commissions, $93 97; marshal's fees and commissions, $69 53; prize commissioners, $87; miscellaneous items, $26	366 50	
		1,084 63
Net proceeds		3,182 00

October 25, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

Fourth Auditor of the Treasury requested to make distribution, October 17, 1862.

The schooner Specie and cargo.

Captured October 12, 1861; libelled November 1, 1861.

Vessel appraised at	$700 00

Cargo not appraised.

Vessel condemned in the district court December 6, 1861.

Cargo condemned in the district court April 4, 1862.

Gross proceeds of sale of vessel	$625 00
Gross proceeds of sale of cargo	9,391 42
Increase of fund by investment of $625 in gold in treasury notes of the United States	198 44
Total	10,214 86

Expenses:

Pilotage, $22 50; towage, $8; advertising, handbills, and posting, $69 50; discharging, $53; coopering, $8 35; weighing, $27 43; wharfage, $114; custody, $150; auctioneer, $203 67; appraisement, $16 50	$672 95	

Fees:

District attorney, $170; clerk's fees and commissions, $149 59; marshal's fees and commissions, $162 37; prize commissioners, $95; miscellaneous items, $26	602 96	
		1,275 91
Net proceeds		8,938 95

October 25, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Fourth Auditor of the Treasury requested to make distribution October 17, 1862.

The steamer Salvor and cargo.

Captured October 13, 1861; libelled October 31, 1861.

Vessels appraised at		$7,000 00
Cargo appraised at		30,076 05
Total		37,076 05

Vessel condemned in the district court December 11, 1862.

Cargo condemned in the district court November 1, 1862.

Gross proceeds of sale of vessel		$12,000 00
Gross proceeds of sale of cargo		20,648 00
		32,648 00
Increase of fund by investment of $19,833 41 in gold in treasury notes of the United States		5,602 94
		38,250 94
Allowed claimants out of proceeds		3,029 19
Total		35,221 75
Expenses:		
Pilotage, $30; towage, $15; advertising, handbills, and posting, $88; discharging, $137; coopering, $12; weighing, $11; overhauling, assorting, and piling, $30; storage, $175; repairing pumps and pumping, $7 25; wharfage, $142 50; custody, $220 50; auctioneer, $492 17; inventory and appraisements, $197; interpreter and translators, $145	$1,702 42	
Fees:		
District attorney, $500; clerk's fees and commissions, $428 75; marshal's fees and commissions, $472 01; prize commissioners, $245; miscellaneous items, $31	1,676 76	
		3,379 18
Net proceeds		31,842 57

January 6, 1863.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

January 14, 1862.--Fourth Auditor of the Treasury requested to make distribution.

The Schooner Mabel and cargo.

Captured November 15, 1861; libelled December 5, 1861.

Vessel appraised at		$2,500 00
Cargo appraised at		8,065 83
		10,565 83

Cargo condemned in district court February 13, 1862.

Vessel condemned in district court November 21, 1862.

Gross proceeds of sale of vessel		$2,150 00
Gross proceeds of sale of cargo		5,981 13
		8,131 13
Increase of fund by investment of $2,050 gold in treasury notes of United States		650 37
Total		8,781 50

Brought forward		$8,781 50
Expenses:		
Towage, $38; advertising, handbills, and posting, $72 50; discharging; $20; coopering, $11 25; weighing, $10 66; drayage, $14 43; storage, $79; insurance, $17 20; auctioneer, $198 73; custody, $395; wharfage, $194; appraisement and inventory, $45; miscellaneous items, $31 50	$1,128 27	
Fees:		
District attorney, $180; clerk's fees and commissions, $152 81; marshal's fees and commissions, $136 53; prize commissioners' fees, $115; miscellaneous items, $41	625 34	
		1,753 61
Net proceeds		7,027 89

October 28, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 6th November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner E. Waterman and cargo.

Captured November 30, 1861; libelled December 26, 1861.

Vessel appraised at	$2,500 00
Cargo appraised at	3,725 80
	6,225 80

Condemned in the district court February 1, 1862.

Gross proceeds of sale of vessel	$3,650 00
Gross proceeds of sale of cargo	3,419 08
	7,069 08
Increase of fund by investment of $3,650 in gold in treasury notes of United States	1,153 87
Total	8,222 95

Expenses:		
Pilotage, $56; towage, $4; advertising, handbills, and posting, $72 50; discharging, $22 75; drayage, $5 32; storage, $13 50; weighing, $4 28; wharfage, $118; custody, $2 40; auctioneers, $176 73; appraisement and inventory, $20	$743 08	
Fees:		
District attorney, $110; clerk's fees and commissions, $123 73; marshal's fees and commissions, $116 77; prize commissioners, $75; miscellaneous items, $26	451 50	
		1,194 58
Net proceeds		7,028 37

October 25, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Fourth Auditor of the Treasury requested to make distribution November 6, 1862.

The schooner British Queen and cargo.

Captured March 1, 1862; libelled March 12, 1862.

Vessel appraised at	$600 00
Cargo appraised at	1,054 70
	1,654 70

Condemned in the district court May 2, 1862.

Gross proceeds of sale of vessel		$1,225 00
Gross proceeds of sale of cargo		883 31
		2,108 31
Expenses:		
Towage, $5; advertising, $50; discharging, $23; measuring, $12 90; drayage, 82 cents; storage, $2 10; custody, $187 50; wharfage, $148; auctioneer, $52 71; appraisement and inventory, $20	$502 03	
Fees:		
District attorney, $200; clerk's fees and commissions, $75 98; marshal's fees and commissions, $61 39; prize commissioners, $98; nautical assessors, $30; miscellaneous items, $32 50	487 87	
		999 90
Net proceeds		1,108 41

November 14, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Fourth Auditor of the Treasury requested to make distribution November 25, 1862.

The schooner Guide and cargo.

Captured April 19, 1862; libelled May 9, 1862; vessel appraised at $800; cargo not appraised. Condemned in the district court June 25, 1862.

Gross proceeds of sale of vessel		$625 00
Gross proceeds of sale of cargo		19,782 67
Total		20,407 67
Expenses:		
Pilotage, $25; towage, $21 75; advertising, handbills, and posting, $55; discharging, $54; wharfage, $146; weighing, $10 93; auctioneer, $255 09; custody, $185; appraisement, $10	$762 77	
Fees:		
District attorney, $130; clerk's fees and commissions, $245 57; marshal's fees and commissions, $285 19; prize commissioners, $100; miscellaneous, $26	786 76	
		1,549 53
Net proceeds		18,858 14

October 16, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Fourth Auditor of the Treasury requested to make distribution November 6, 1862.

The schooner Wave and cargo.

Captured April 19, 1862; libelled May 12, 1862.

Vessel appraised at	$500 00
Cargo not appraised.	

Condemned in the district court June 6, 1862.

Gross proceeds of sale of vesssel		$400 00
Gross proceeds of sale of cargo		4,601 90
Total		5,001 90
Expenses:		
Pilotage, $16 50; towage, $5; advertising, $54 50; weighing, $4 40; discharging, $16 50; auctioneer, $112 53; wharfage, $86; custody, $107 50; appraisement, $10	$412 93	

Brought forward	$412 93	$5,001 90
Fees:		
District attorney, $110; clerk's fees and commissions, $91 15; marshal's fees and commissions, $86 51; prize commissioners, $95; miscellaneous items, $26	408 66	
		821 59
Net proceeds		4,180 31

October 31, 1862.—Order of payment into the treasury of the United States at Philadelphia for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 25th November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The brig Intended and cargo.

Captured May 1, 1862; libelled May 13, 1862.

Vessel appraised at	$3,500 00
Cargo appraised at	5,432 25
	8,932 25

Condemned in the district court September 8, 1862.

Gross proceeds of sale of vessel	$3,150 00
Gross proceeds of sale of cargo	5,724 90
Total	8,874 90

Expenses:		
Towage, $5; health fees, $10; advertising, handbills, and posting, $78 13; discharging, $74 25; weighing, $16 94; cooperage, $25 71; drayage, $78 66; storage, $70; wharfage, $188; custody, $285 50; auctioneer, $193 25; appraisement and inventory, $95	$1,120 44	
Fees:		
District attorney, $290; clerk's fees and commissions, $137 54; marshal's fees and commissions, $150; prize commissioners, $141 50; miscellaneous items, $26	745 04	
		1,865 48
Net proceeds		7,009 42

January 21, 1863.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

On the 17th February, 1863, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Providence and cargo.

Captured May 29, 1862; libelled June 13, 1862.

Vessel appraised at	$500 00
Cargo appraised at	315 50
	815 50

Condemned in the district court July 15, 1862.

Gross proceeds of sale of vessel	$525 00
Gross proceeds of sale of cargo	404 90
Total	929 90

Brought forward		$929 90
Expenses:		
Pilotage, $19 50; towage, $4; health fees, $15; advertising, handbills, and posting, $55; wharfage, $106; discharging, $21; auctioneer, $23 25; custody, $135; appraisement and inventory, $20	$398 75	
Fees:		
District attorney, $100; clerk's fees and commissions, $49 95; marshal's fees and commissions, $34 24; prize commissioners, $85; miscellaneous items, $11	280 19	
		678 94
Net proceeds		250 96

October 17, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia

On the 6th of November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Rebecca and cargo.

Captured May 29, 1862; libelled June 12, 1862.

Vessel appraised at	$1,000 00
Cargo appraised at	229 24
	1,229 24

Condemned in district court July 15, 1862.

Gross proceeds of sale of vessel	$1,275 00
Gross proceeds of sale of cargo	342 60
Increase of fund by investment of $1,275 gold in treasury notes of the United States	404 81
Total	2,022 41

Expenses:		
Pilotage, $16 50; towage, $4; health fees, $15; advertising, handbills, and posting, $55; discharging, $27; wharfage, $64; auctioneer, $40 43; custody, $85; appraisement and inventory, $30	$336 93	
Fees:		
District attorney, $80; clerk's fees and commissions, $58 01; marshal's fees and commissions, $41 10; prize commissioners, $75; miscellaneous items, $21	275 11	
		612 04
Net proceeds		1,410 37

October 25, 1862.—Order of payment into the treasury of the United States for distribution

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 6th of November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner La Criolla and cargo.

Captured May 29, 1862; libelled June 13, 1862.

Vessel appraised at	$900 00
Cargo appraised at	1,335 28
	2,235 28

Condemned in the district court July 8, 1862.

Gross proceeds of sale of vessel		$1,310 00
Gross proceeds of sale of cargo		1,518 64
Total		2,828 64
Expenses:		
Pilotage, $16 50; towage, $4; health fees, $15; advertising, handbills, and posting, $72; discharging, $32; wharfage, $88; drayage, $3 13; cooperage, $12 58; storage, $25; auctioneer, $70 72; custody, $135; appraisement and inventory, $30	$503 93	
Fees:		
District attorney, $100; clerk's fees and commissions, $75 68; marshal's fees and commissions, $64 72; prize commissioners, $106 50; miscellaneous items, $21	367 90	
		871 83
Net proceeds		1,956 81

November 25, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 26th of November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Cora and cargo.

Captured May 31, 1862; libelled June 13, 1862.

Vessel appraised at	$150 00

Cargo (salt) wet and damaged, and of little value.
Condemned in the district court July 25, 1862.

Gross proceeds of sale of vessel		$310 00
Gross proceeds of sale of cargo		314 50
Total		624 50
Expenses:		
Pilotage, $16 50; towage, $22; advertising, handbills, and posting, $55; discharging, $18; auctioneer, $15 61; wharfage, $64; custody, $85; appraisement and inventory, $20	$296 11	
Fees:		
District attorney, $80; clerk's fees and commissions, $36 99; marshal's fees and commissions, $27 80; prize commissioners, $70; miscellaneous items, $16	230 79	
		526 90
Net proceeds		97 60

November 15, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 25th of November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Sarah and cargo.

Captured June 20, 1862; libelled July 2, 1862; vessel appraised at $700; cargo not appraised; condemned in district court July 25, 1862.

Gross proceeds of sale of vessel	$650 00
Gross proceeds of sale of cargo	20,804 10
Total	21,454 10

Brought forward		$21,454 10
Expenses:		
Pilotage, $18; towage, $6; health fees, $10; advertising, handbills, and posting, $55; discharging, $78; weighing, $25 87; drayage and storing, $2 87; auctioneer, $375 44; wharfage, $88; custody, $117 50	$776 68	
Fees:		
District attorney, $160; clerk's fees and commissions, $256 44; marshal's fees and commissions, $297 10; prize commissioner's fees, $140; miscellaneous items, $41	894 54	
		1,671 22
Net proceeds		19,782 88

November 25, 1862.—Orders of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

On the 26th November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Morning Star and cargo.

Captured June 27, 1862; libelled July 7, 1862.

Vessel appraised at	$1,200 00
Cargo appraised at	318 61
	1,518 61

Condemned in the district court July 29, 1862.

Gross proceeds of sale of vessel	$850 00
Gross proceeds of sale of cargo	318 61
Total	1,168 61

Expenses:		
Pilotage, $18; towage, $5; advertising, handbills, and posting, $55; discharging, $30 50; auctioneer, $29 22; wharfage, $94; custody, $122 50; appraisement and inventory, $20; translation of ship's papers, $10	$384 22	
Fees:		
District attorney, $80; prize commissioners, $80; clerk's fees and commissions, $48 22; marshal's fees and commissions, $36 58; miscellaneous items, $15	260 80	
		645 02
Net proceeds		523 59

October 31, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into United States treasury at Philadelphia.

On the 25th of November, 1862, the Fourth Auditor of the Treasury was requested to make distribution.

The schooner Albion and cargo.

Captured August 16, 1861; libelled September 5, 1861.

Vessel appraised at	$500 00
Cargo appraised at	8,934 01
	9,434 01

Condemned in the district court September 1, 1862.

Gross proceeds of sale of vessel		$700 00
Gross proceeds of sale of cargo		8,864 57
Total		9,564 57
Expenses:		
Towage, $9; advertising, handbills, and posting, $80 35; discharging, $34; pumping, $17; drying sails, $6; drayage, $16 77; coopering, $12; weighing, $24 33; storage, $250; wharfage, $236; custody, $512 50; auctioneer, $239 11; appraisement and inventory, $50	$1,487 06	
Fees:		
District attorney, $160; clerk's fees and commissions, $137 69; marshal's fees and commissions, $160 60; prize commissioners, $101 50; miscellaneous items, $31	590 79	
		2,077 85
Net proceeds		7,486 72

December 10, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

Distribution cannot be ordered until the prize lists of the Roanoke and Seminole, capturing vessels, are received.

The schooner Fair Wind.

Captured August 29, 1861; libelled September 27, 1861.

Vessel appraised at	$2,500 00

Two-eighths of vessel liberated in the district court March 9, 1862.

Six-eighths of vessel condemned in the district court November 19, 1861.

Gross proceeds of sale of six-eighths of vessel		$2,250 00
Expenses:		
Towage, $19 50; advertising, $47; drying and furling sails, $6; auctioneer, $56 25; custody, $192 50; wharfage, $154; appraisement, $10; witness' fees, $26 50	$511 75	
Fees:		
District attorney, $210; clerk's fees and commissions, $51 45; marshal's fees and commissions, $46 73; prize commissioners, $55; miscellaneous items, $26	389 18	
		900 93
Net proceeds		1,349 07

December 27, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

Distribution cannot be ordered until the prize list of the Quaker City, the capturing vessel, is received.

The bark Mexco and cargo.

Captured September 5, 1861; libelled October 12, 1861.

Vessel appraised at	$8,000 00
Cargo appraised at	74,714 00
	82,714 00

Cargo condemned in the district court November 21, 1861.

Vessel condemned in the district court March 26, 1862.

Appeal from decree of condemnation of cargo January 24, 1862.

Condemned cargo in circuit court July 1, 1862.

Gross proceeds of sale of vessel		$6,100 00
Gross proceeds of sale of cargo		86,113 47
Total		92,213 47
January 24, 1862.—Allowed claimants out of proceeds		30,155 56
		62,057 91
Expenses:		
Pilotage, $33; towage, $13; advertising, posting, and handbills, $80; discharging, $92 75; drying and storing sails, $13; drayage, $131 24; storage, $59 91; weighing, $109 64; insurance, $86; wharfage, $166; custody, $266; auctioneer, $1,092 47; appraisement and inventory, $270	$2,413 01	
Fees:		
District attorney, $545; clerk of district court fees and commissions, $1,046 63; marshal's fees and commissions, $1,200 20; prize commissioners, $145; clerk of circuit court fees and commissions, $553 33; United States commissioners, $132 35; miscellaneous items, $54 50	3,677 01	
		6,090 02
Net proceeds		55,967 89

September 17, 1862.—Order of payment by the district court into the treasury of the United States for distribution.

August 29, 1862.—Order of payment by the circuit court into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

Distribution cannot be ordered until the prize list of the St Louis, one of the capturing vessels, is received.

The schooner San Juan and cargo.

Captured September 28, 1861; libelled October 19, 1861.

Vessel appraised (first) at $2,500.

Vessel appraised (second appraisement) at	$2,000 00
Cargo appraised at	417 44
	2,417 44

Condemned in the district court April 30, 1862.

Gross proceeds of sale of vessel		$2,200 00
Gross proceeds of sale of cargo		528 86
Total		2,728 86
Expenses:		
Pilotage, $47 68; towage, $4; advertising, handbills, and posting, $48; drying and storing sails, $6; discharging, $30; weighing, $3 90; measuring, $24; wharfage, $194; custody, $242 50; auctioneer, $68 22; appraisements and inventory, $30	$698 30	
Fees:		
District attorney, $100; clerk's fees and commissions, $68 88; marshal's fees and commissions, $62 67; prize commissioners, $76; miscellaneous items, $26	333 55	
		1,031 85
Net proceeds		1,697 01

October 11, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the United States treasury at Philadelphia.

Distribution cannot be ordered until the prize list of the Susquehanna, the capturing vessel, is received.

The brig Ariel and cargo.

Captured October 20, 1861; libelled November 4, 1861.

Vessel appraised at $2,500; reappraised at	$1,800 00
Cargo appraised at	1,741 60
	3,541 60

Condemned in the district court December 8, 1862.

Gross proceeds of sale of vessel	$2,050 00
Gross proceeds of sale of cargo	2,060 89
	4,110 89
Increase of fund by investment of $3,559 37 gold in treasury notes of the United States	1,138 99
Total	5,249 88

Expenses:

Pilotage, $36; towage, $13; advertising, handbills, and posting, $65 50; discharging, $90; drying and storing sails, $15; wharfage, $298; custody, $395; auctioneer, $102 77; appraisement and inventory, $10	$1,055 27	

Fees:

District attorney, $220; clerk's fees and commissions, $96 44; marshal's fees and commissions, $87 15; prize commissioners, $123 75; nautical assessor, $20; miscellaneous items, $16	563 34	
		1,618 61
Net proceeds		3,631 27

January 14, 1863.—*Order of payment into the treasury of the United States for distribution.*

Net amount of proceeds paid into the United States treasury at Philadelphia.

Distribution cannot be ordered until the prize list of the Gemsbok, the capturing vessel, is received.

The cargo of the steamer Calhoun.

Captured January 23, 1862; libelled March 15, 1862. Cargo appraised at $14,507 27. Condemned in the district court April 22, 1862. Steamer taken for use of government at appraisal, $29,000.

Gross proceeds of sale of cargo	$13,710 35
Increase of fund by investment of $9,984 61 in gold in treasury notes of the United States	2,820 65
Total	16,531 00

Expenses:

Towage, $47; advertising, handbills, and posting, $72 50; discharging, $90; cooperage, $19 25; weighing, $43 03; drayage, $27; storage, $45; removing and inspecting powder, $22; auctioneer, $261 08; custody, $247 50; appraisement and inventory, $150; translation of papers, $18; miscellaneous items, $9—together	$1,051 36	

Fees:

District attorney, $500; clerk's fees and commissions, $218 91; marshal's fees and commissions, $194 33; prize commissioners, $118; miscellaneous items, $36	1,067 24	
		2,118 60
Net proceeds		14,412 40

January 21, 1863.—*Order of payment into the treasury of the United States for distribution.*

Net amount of proceeds of cargo paid into the United States treasury at Philadelphia.

The appraised value of the Calhoun has been paid to the court, but the judge holds that he cannot act upon it until the steamer itself is brought within the jurisdiction of the court. When that shall have been done, distribution cannot be made until the prize lists of the Colorado and Samuel Rotan are received.

The schooner Fair Play and cargo.

Captured March 12, 1862; libelled April 3, 1862.

Vessel appraised at	$500 00
Cargo appraised at	1,312 66
	1,812 66

Condemned in the district court July 10, 1862.

Gross proceeds of sale of vessel	$850 00
Gross proceeds of sale of cargo	1,358 55
Total	2,208 55

Expenses:

Pilotage, $30; towage, $3; health fees, $10; advertising, handbills, and posting, $72 50; discharging, $31 25; weighing, $8 25; cooperage, $23 24; drayage, $49 89; storage, $40; wharfage, $242; auctioneer, $55 21; appraisement and inventory, $20; custody, $314 50	$899 59	
Fees:		
District attorney, $170; clerk's fees and commissions, $61 08; marshal's fees and expenses, $63 35; prize commissioners, $152; nautical assessors, $30; miscellaneous items, $16	492 43	
		1,392 02
Net proceeds		816 53

December 11, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Distribution cannot be ordered until the prize list of the Gem of the Seas, the capturing vessel, is received.

The schooner Dixie and cargo.

Captured April 15, 1862; libelled May 9, 1862.

Vessel appraised at	$2,500 00
Cargo appraised at	25,682 00
	28,182 00

Condemned in the district court June 18, 1862.

Gross proceeds of sale of vessel	$2,350 00
Gross proceeds of sale of cargo	28,600 87
	30,950 87

Expenses:

Pilotage, $30; towage, $10; advertising, handbills, and posting, $89 50; discharging, $27 50; weighing, $10 64; gauging and coopering, $47 05; drayage, $25 81; storage, $44 10; wharfage, $194; auctioneer, $416 25; custody, $345 50; appraisement and inventory, $40	$1,280 35	
Fees:		
District attorney, $200; clerk's fees and commissions, $370 37; marshal's fees and commissions, $442 92; prize commissioners, $110; miscellaneous items, $26	1,149 29	
		2,429 64
Net proceeds		28,521 23

October 16, 1862.—Order of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Distribution cannot be ordered until the prize list of the Gem of the Seas, one of the capturing vessels, is received.

The schooner Rowena and cargo.

Captured June 6, 1862 ; libelled June 26, 1862.

Vessel appraised at		$2,000 00
Cargo appraised at		3,801 39
		5,801 39

Condemned in the district court July 17, 1862.

Gross proceeds of sale of vessel		$1,750 00
Gross proceeds of sale of cargo		3,803 01
Total		5,553 01

Expenses :

Pilotage, $18 ; towage, $5 ; advertising, handbills, and posting, $60 ; discharging, $36 ; cooperage, $7 30 ; drayage, $12 16 ; weighing, $17 37 ; auctioneer, $138 81 ; wharfage, $70 ; custody, $97 50 ; appraisement and inventory, $40	$502 14	

Fees :

District attorney, $100 ; clerk's fees and commissions, $99 62 ; marshal's fees and commissions, $101 95 ; prize commissioners' fees, $100 25 ; miscellaneous items, $26	427 82	
		929 96
Net proceeds		4,623 05

November 24, 1862 —Orders of payment into the treasury of the United States for distribution.

Net amount of proceeds paid into the treasury of the United States at Philadelphia.

Distribution cannot be ordered until the prize lists of the Pembina and Henry Andrews, two of the capturing vessels, are received.

The schooner Catalina and cargo.

Captured June 20, 1862; libelled July 7, 1862; condemned in district court August 6, 1862.

Vessel appraised at		$300 00
Cargo appraised at		4,176 00
		4,476 00
Gross proceeds of sale of vessel		$350 00
Gross proceeds of sale of cargo		5,745 05
Total		6,095 05

Expenses :

Pilotage, $16 50 ; towage, $5 ; advertising, handbills, and posting, $55 ; weighing, $6 16 ; discharging, $17 56 ; auctioneer, $152 38 ; wharfage, $118 ; custody, $165 ; appraisement and inventory, $30	$565 60	

Fees :

District attorney, $110 ; clerk's fees and commissions, $100 50 ; marshal's fees and commissions, $101 94 ; prize commissioners' fees, $95 ; miscellaneous items, $21	428 44	
		994 04
Net proceeds		5,101 01

November 25, 1862.—Order of payment into treasury of the United States for distribution.
Net amount of proceeds paid into United States treasury at Philadelphia.
Distribution cannot be ordered until the prize list of the Keystone State, one of the capturing vessels, is received.

The brig Herald and cargo.

Captured July 16, 1861; libelled August 6, 1861.

Vessel appraised at	$5,000 00
Cargo appraised at	57,708 50
	62,708 50

Vessel condemned in the district court March 18, 1862.
Cargo (part of) condemned in the district court March 18, 1862.
Cargo (residue of) condemned in the district court October 7, 1862.
Appeal to circuit court from decree of condemnation of March 18, 1862.
Appeal to circuit court from decree of condemnation of (October 7, 1862,) October 17, 1862.
Vessel and cargo condemned in the circuit court October 28, 1862.

Gross proceeds of sale of vessel	$4,000 00
Gross proceeds of sale of cargo	67,444 18
	71,444 18
Increase of fund by investment of $17,818 96 in gold in treasury notes of the United States	6,459 37
Total	77,903 55

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Prince Alfred and cargo.

Captured September 6, 1861; libelled September 27, 1861.

Vessel appraised at	$2,500 00
Cargo appraised at	1,890 90
	4,390 90

Vessel and cargo not yet condemned.

Gross proceeds of sale of vessel, (gold)	$1,350 00
Gross proceeds of sale of cargo	1,332 71
Total	2,682 71

Whereof $2,090 46 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Mary Wood and cargo.

Captured September 9, 1861; libelled September 27, 1861.

Vessel appraised at	$3,500 00
Cargo appraised at	981 81

Condemned in the district court October 18, 1861.
Appeal to the circuit court November 8, 1861.
Appeal dismissed by the circuit court October 6, 1862.

Gross proceeds of sale of vessel	$2,400 00
Gross proceeds of sale of cargo	892 78
	3,292 78

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Susan Jane and cargo.

Captured September 10, 1861; libelled September 26, 1861.

Vessel appraised at	$1,800 00
Cargo appraised at	10,761 06
	12,561 06

Vessel condemned in the district court September 16, 1862.
No decree yet made as to cargo.

Gross proceeds of sale of vessel	$1,150 00
Gross proceeds of sale of cargo	10,391 54
Total	11,541 54

Whereof $2,378 55 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Eatra and cargo.

Captured August 30, 1861; libelled October 19, 1861.

Vessel appraised at	$1,200 00

Cargo not appraised.
Half of vessel liberated in the district court December 7, 1862.
Half of vessel condemned in the district court December 7, 1862.
No decree yet made as to the cargo.

Gross proceeds of sale of half part of vessel	$525 00
Gross proceeds of sale of cargo	18 85
Total	543 85

An amount insufficient to pay costs, charges, and expenses.

The schooner Harmony and cargo.

Captured April 24, 1861; libelled October 19, 1861.

Vessel appraised at	$500 00
Cargo appraised at	300 00
	800 00

Condemned in the district court September 23, 1862.

Gross proceeds of sale of vessel	$155 00
Gross proceeds of sale of cargo	105 70
Total	260 70

An amount insufficient for the payment of costs, charges, and expenses.

The schooner Fanny Lee and cargo.

Captured November 6, 1861; libelled December 2, 1861.

Vessel appraised at	$1,200 00
Cargo appraised at	11,655 20
	12,855 20

Condemned in the district court October 15, 1862.
Appeal to the circuit court October 17, 1862.

Gross proceeds of sale of vessel	$1,200 00
Gross proceeds of sale of cargo	13,548 43
Total	14,748 43

Whereof $14,208 69 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

160 *bags coffee, &c., the cargo of the Lida.*

Captured December 1, 1861; libelled December 28, 1861.

The said cargo appraised at $6,602 11.
No decree yet made as to said cargo.

Gross proceeds of sale of said cargo	$5,751 93

Whereof $5,456 79 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

The sloop Havelock and cargo.

Captured December 15, 1861; libelled January 4, 1862.

Vessel appraised at	$300 00
Cargo appraised at	2,338 60
	2,638 60

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$325 00
Gross proceeds of sale of cargo	2,264 89
Total	2,589 89

Whereof $403 28 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Island Bell and cargo.

Captured December 31, 1861; libelled January 23, 1862.

Vessel appraised at	$5,900 00
Cargo appraised at	12,488 44
	18,388 44

No decree yet made as to the vessel.
Cargo liberated in the district court March 1, 1862.
Appeal to circuit court by the United States March 19, 1862.

Gross proceeds of sale of vessel	$5,900 00

The said sum of $5,900 is in gold.
Expenses not ascertained, and net proceeds not ready for distribution.

950 *barrels rosin per schooner Eva Bell.*

Captured March 14, 1862; libelled April 12, 1862.

The said rosin not appraised.
No decree yet made as to the said rosin.

Gross proceeds of sale of 950 barrels rosin	$5,174 00
Increase of fund by investment of $4,036 90 in gold in treasury notes of the United States	1,140 43
Total	6,314 43

Expenses not ascertained, and net proceeds not ready for distribution.

750 barrels and 25 casks of rosin, per schooner P. A. Sanders.

Captured March 14, 1862 ; libelled April 14, 1862.

The said rosin not appraised.
No decree yet made as to the said rosin.

Gross proceeds of sales of 750 barrels and 25 casks rosin	$4,506 25
Increase of fund by investment of $3,575 51 in gold in treasury notes of the United States	1,010 08
Total	5,516 33

Expenses not ascertained, and net proceeds not ready for distribution.

The sloop Coquette and cargo.

Captured April 4, 1862 ; libelled May 7, 1862.

Vessel appraised at $650 ; cargo not appraised.
No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$300 00
Gross proceeds of sale of cargo	191 07
Total	491 07

The said $491 07 is in gold.

The gross proceeds of vessel and cargo are insufficient for payment of costs, charges, and expenses.

520 barrels rosin, 101 barrels turpentine, 318 casks rosin, 32,650 dressed shingles, per schooner Lizzie Taylor.

Captured March 14, 1862 ; libelled April 21, 1862.

The said rosin and shingles not appraised. 101 barrels turpentine appraised at $707.
No decree yet made as to said rosin, turpentine, and shingles.

Gross proceeds of sale of rosin, turpentine, and shingles	$5,850 31
Increase of fund by investment of $280 in gold in treasury notes of the United States	79 10
Total	5,929 41

Expenses not ascertained, and net proceeds not ready for distribution.

914 barrels rosin, 103 casks rosin, and 83 barrels turpentine, per schooner Gilbert Greene.

Captured March 14, 1862; libelled April 25, 1862.

The said rosin and turpentine have not been appraised.
No decree yet made as to rosin aud turpentine.
Gross proceeds of sale of rosin and turpentine, $6,084.
Expenses not ascertained, and net proceeds not ready for distribution.

1,010 barrels and 118 casks rosin, per schooner Emeline Reckey.

Captured March 14; 1862 ; libelled April 25, 1862.

The said rosin has not been appraised.
No decree yet made as to the said rosin.
Gross proceeds of sale of rosin, $15,296 63.
Expenses not ascertained, and net proceeds not ready for distribution.

753 barrels rosin, 36 casks rosin, and 71,000 dressed shingles, per schooner Harriet and Sarah.

Captured March 14, 1862 ; libelled April 26, 1862.

The said rosin and shingles have not been appraised.
No decree yet made as to the said rosin and shingles.
Gross proceeds of sale of rosin and shingles, $11,138.
Expenses not ascertained, and net proceeds not ready for distribution.

The steamer Florida and cargo.

Captured April 6, 1862; libelled May 9, 1862.

Vessel appraised—1st appraisement, $40,000; 2d appraisement, $42,000; 3d appraisement, $38,000.

Cargo appraised at $51,424 92.

No decree of condemnation yet as to vessel.

Cargo condemned in the district court 20th September 1862.

Appeal to circuit court 2d October, 1862.

Gross proceeds of sale of vessel	$40,000 00
Gross proceeds of sale of cargo	64,856 74
Total	104,856 74

Expenses not ascertained, and net proceeds not ready for distribution.

The steamer Bermuda and cargo.

Captured April 27, 1862; libelled May 9, 1862.

Vessel appraised at	$120,000 00
Cargo appraised at	359,014 85
	479,014 85

No decree as to vessel or cargo yet made.

Vessel not yet sold.

Part of cargo remaining unsold.

Part of cargo sold as perishable—gross proceeds	$40,237 47

11,000 *staves*, 116,000 *shingles*, 220 *barrels pitch*, 50 *casks pitch*, *per schooner Francis Burrett.*

Captured March 14, 1862; libelled May 9. 1862. The said staves, shingles, and pitch have not been appraised.

No decree yet made as to said staves, shingles, and pitch.

Gross proceeds of sales of staves, shingles, and pitch	$2,940 50
Increase of fund by investment of $2,189 64 in gold in treasury notes of the United States	618 57
Total	3,559 07

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Active and cargo.

Captured April 26, 1862; libelled May 12, 1862.

Vessel appraised at	$800 00
Cargo appraised at	1,604 33
	2,404 33

Vessel condemned in the district court June 6, 1862.

No decree yet made as to the cargo.

Gross proceeds of sale of vessel	$1,050 00
Gross proceeds of sale of cargo	2,086 18
Total	3,136 18

Expenses not ascertained, and net proceeds not ready for distribution. $339 72 deposited in United States treasury.

The steamer Cambria and cargo.

Captured May 26, 1862; libelled June 3, 1862.

Vessel appraised at	$25,000 00
Cargo appraised at	105,279 93
	130,279 93

Condemned in the district court June 25, 1862.

Gross proceeds of sale of vessel	$46,500 00
Gross proceeds of sale of cargo	144,924 54
Total	191,424 54

Expenses not ascertained, and net proceeds not ready for distribution. The sum of $61,319 59 paid into the United States treasury.

400 *barrels pitch*, 17 *casks pitch*, 52,000 *shingles*, *per schooner Susan Jane.*

Captured March 14, 1862 ; libelled May 9, 1862.

The pitch, in barrels, appraised at	$700 00
The pitch, in casks, appraised at (per pound)	02

The shingles not appraised.

No decree yet made as to the said pitch and shingles.

Gross proceeds of sale of said pitch and shingles	$4,143 00

Expenses not ascertained, and net proceeds not ready for distribution.

The cargo of the schooner Lydia and Mary.

Captured March 29, 1862 ; libelled June 4, 1862.

Cargo appraised at	$833 05

No decree as yet made as to said cargo.

Gross proceeds of sale of the cargo	$2,864 66

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Alert and cargo.

Captured February 26, 1862 ; libelled May 13, 1862.

Vessel appraised at	$800 00
Cargo appraised at	5,530 31
	6,330 31

No decree yet made as to said vessel and cargo.

Gross proceeds of sale of vessel	$725 00
Gross proceeds of sale of cargo	6,016 67
Total	6,741 67

Expenses not ascertained, and net proceeds not ready for distribution.

The cargo of the schooner Arrow.

Captured February 25, 1862 ; libelled May 20, 1862.

Cargo appraised at	$271 57

No decree yet made as to said cargo.

Gross proceeds of sale of cargo	282 84

An amount insufficient to pay costs, charges, and expenses.

The cargo of the schooner Julia Worden.

Captured March 27, 1862 ; libelled June 4, 1862.

Cargo appraised at	$895 50

No decree yet made as to the said cargo.

Gross proceeds of sale of said cargo	3,090 34

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Lion and cargo.

Captured March 26, 1862 ; libelled June 9, 1862.

Vessel appraised at	$3,000 00
Cargo appraised at	729 42
	3,729 42

No decree yet made as to the said vessel and cargo.

Gross proceeds of sale of vessel	$4,200 00
Gross proceeds of sale of cargo	735 25
Total	4,935 25

Expenses not ascertained, and net proceeds not ready for distribution.

658 *bars railroad iron, per schooner William Wilson.*

Captured ——— ——— ; libelled June 9, 1862.
Railroad iron appraised at $6,286; condemned in the district court December 3, 1862.

Gross proceeds of sale of railroad iron	$5,942 62

Expenses not ascertained, and net proceeds not ready for distribution.

28 *bales cotton, per schooner Lion.*

Captured March 14, 1862; libelled June 10, 1862.
Cotton appraised at $2,212 16; condemned in the district court December 3, 1862.

Gross proceeds of sale of cotton	$2,212 16

Expenses not ascertained, and net proceeds not yet ready for distribution.

1,200 *bars railroad iron, per schooner J. C. Horner.*

Captured May 1, 1862; libelled July 2, 1862; railroad iron appraised at $55 per ton, $3,814. Condemned in the district court December 3, 1862.

Gross proceeds of sale of railroad iron	$3,467 08

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Chance and cargo.

Captured June 28, 1862; libelled July 14, 1862. Vessel appraised at $500.
Cargo, consisting of salt, returned by appraisers as wet and damaged and of little value.
No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$375 00
Gross proceeds of sale of cargo	260 85
Total	635 85

An amount insufficient to pay costs, charges, and expenses.

30 *bales cotton, per schooner Caroline and Virginia.*

Captured March 14, 1862; libelled July 18, 1862. Cotton appraised at $4,453 50. Condemned in the district court August 28, 1862.

Gross proceeds of sale of 30 bales of cotton	$6,276 05

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Caroline and Virginia.

Captured March 14, 1862; libelled July 18, 1862. Vessel appraised at $3,000. Condemned in the district court August 28, 1862.

Gross proceeds of sale of vessel	$3,050 00

Expenses not ascertained, and net proceeds not ready for distribution.

The steamer Emilie and cargo.

Captured July 7, 1862; libelled July 15, 1862.

Vessel appraised at	$15,000 00
Cargo appraised at	16,478 41
	31,478 41

No decree yet made as to either the vessel or cargo.

Gross proceeds of sale of vessel	$9,400 00
Gross proceeds of sale of cargo	18,655 97
Total	28,055 97

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Winter Shrub and cargo.

Captured May 21, 1862 ; libelled July 21, 1862.

Vessel appraised at	$1,500 00
Cargo appraised at	242 75
	1,742 75

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$1,125 00
Gross proceeds of sale of cargo	360 00
Total	1,485 80

Expenses not ascertained, and net proceeds not ready for distribution.

One iron windlass, per schooner Caroline Virginia.

Captured ———, 1862 ; libelled July 18, 1862.

One iron windlass appraised at $20.
Condemned in the district court August 28, 1862.
Gross proceeds of sale of one iron windlass, $18.
An amount insufficient for payment of expenses and costs.

The schooner Volant and cargo.

Captured July 2, 1862 ; libelled July 24, 1862.

Vessel appraised at	$350 00
Cargo appraised at	191 32
	541 32

Condemned in the district court August 18, 1862.

Gross proceeds of sale of vessel	$300 00
Gross proceeds of sale of cargo	241 32
	541 32

An amount insufficient to pay costs, charges, and expenses

5 barrels lard, 3 half barrels lard, and 5 barrels pork, per schooner Winter Shrub.

Captured ——— ——— ; libelled July 22, 1862.

The said lard and pork appraised at $83 70.
No decree as yet made as to said lard and pork.
Gross proceeds of sale of lard and pork, $48 61.
An amount insufficient for payment of costs and expenses.

The schooner Emma and cargo.

Captured July 23, 1862 ; libelled August 8, 1862.

Vessel appraised at	$750 00
Cargo appraised at	736 15
	1,486 15

$177 American silver coin in a bag, the private property of the master. Liberated in the district court October 14, 1862. No decree yet made as to said vessel or cargo.

Gross proceeds of sale of vessel	$750 00
Gross proceeds of sale of cargo	736 15
Total	1,486 15

Expenses not ascertained, and net proceeds not ready for distribution.

The brig Napier and cargo.

Captured July 29, 1862; libelled August 8, 1862.

Vessel appraised at	$2,800 00
Cargo appraised at $2,115 60; reappraised at	1,715 60
	4,515 60

Vessel and cargo condemned in district court December 8, 1862.

August 23, 1862.—Vessel and cargo restored to claimant upon payment of appraised value, $4,915 60; subject to reduction, by refunding to claimant the amount which should be refunded upon a reappraisement and measurement of salt composing the cargo.

Expenses not ascertained, and net proceeds not ready for distribution.

The steamship Lodena and cargo.

Captured August 4, 1862; libelled August 14, 1862.

Vessel appraised at	$75,000 00
Cargo appraised at	162,407 64
	237,407 64

Condemned in the district court September 12, 1862.

Gross proceeds of sale of vessel	$80,000 00
Gross proceeds of sale of cargo	166,651 32
Total	246,651 32

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Aquilla and cargo.

Captured August 4, 1862; libelled August 21, 1862.

Vessel appraised at	$2,000 00
Cargo appraised at	23,180 00
	25,180 00

Condemned in the district court September 11, 1862.

Gross proceeds of sale of vessel	$3,050 00
Gross proceeds of sale of cargo	27,054 72
Total	30,104 72

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Mary Elizabeth and cargo.

Captured April 27, 1862; libelled September 4, 1862.

Vessel appraised at	$400 00
Cargo appraised at	307 65
	707 65

Vessel and cargo condemned in the district court September 30, 1862.

Gross proceeds of sale of vessel	$375 00
Gross proceeds of sale of cargo	310 68
Total	685 68

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Louisa and cargo.

Captured August 23, 1862; libelled September 5, 1862.

Vessel appraised at	$750 00
Cargo appraised at	1,117 83
	1,867 83

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$775 00
Gross proceeds of sale of cargo	1,207 27
Total	1,977 27

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Josephine and cargo.

Captured April 27, 1862; libelled September 4, 1862.

Vessel appraised at ———.
Cargo appraised at———.

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$2,000 00
Gross proceeds of sale of cargo	91,443 15
Total	93,443 15
October 2, 1862, allowed claimants (seamen's wages) out of proceeds	50 00
	93,393 15

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Eliza and cargo.

Captured August 21, 1862; libelled September 5, 1862.

Vessel appraised at	$250 00
Cargo appraised at	237 10
	487 10

Condemned in the district court September 30, 1862.

Gross proceeds of sale of vessel	$225 00
Gross proceeds of sale of cargo	232 30
Total	457 30

An amount insufficient to pay costs, charges, and expenses.

The schooner Fanny and cargo.

Captured April 27, 1862; libelled September 8, 1862.

Vessel appraised at	$250 00
Cargo appraised at	61 75
	311 75

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$200 00
Gross proceeds of sale of cargo	67 50
Total	267 50

An amount insufficient to pay costs, charges, and expenses.

The schooner Defiance and cargo.

Captured September 7, 1862; libelled October 7, 1862.

Vessel appraised at	$600 00
Cargo appraised at	2,646 09
	3,246 00

Condemned in the district court October 31, 1862.

Gross proceeds of sale of vessel	$550 00
Gross proceeds of sale of cargo	3,223 78
Total	3,773 78

Expenses not ascertained, and net proceeds not ready for distribution.

The bark Fanny Laure and cargo.

Captured September 4, 1862; libelled October 7, 1862.

Vessel appraised at	$8,000 00
Cargo appraised at	6,297 00
	14,297 00

Condemned in the district court October 24, 1862.

Gross proceeds of sale of vessel	$8,800 00
Gross proceeds of sale of cargo	6,827 77
Total	15,627 77

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Nellie and cargo.

Captured September 23, 1862; libelled October 15, 1862.

Vessel appraised at	$400 00
Cargo appraised at	694 55
	1,094 55

Condemned in the district court November 1, 1862.

Gross proceeds of sale of vessel	$330 00
Gross proceeds of sale of cargo	834 83
Total	1,164 83

Expenses not ascertained, and net proceeds nor ready for distribution.

The cargo of the schooner David Crockett.

Captured October 13, 1862; libelled November 4, 1862.

Cargo appraised at $15,520. Condemned in the district court December 19, 1862.

Gross proceeds of sale of cargo	$14,462 73

Expenses not ascertained, and net proceeds not ready for distribution.

The schooner Elmira Cornelius and cargo.

Captured October 11, 1862; libelled November 7, 1862.

Vessel appraised at	$1,200 00
Cargo appraised at	8,275 79
	9,475 79

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$2,650 00
Gross proceeds of sale of cargo	9,261 66
Total	11,911 66

Expenses not ascertained, and net proceeds not ready for distribution.

Treasury notes, coin, &c., amounting to $122 08, *proceeds of wrecked schooner Agnes and cargo.*

Captured September 25, 1862; libelled November 7, 1862.

No decree yet made as to the said proceeds of the said wrecked schooner and cargo.

Gross proceeds of schooner Agnes and cargo	$122 08

An amount insufficient for payment of costs and expenses.

55 bales of cotton, per United States steamer Pawnee.

Captured in November and December, 1861; libelled November 14, 1862.

Cotton appraised at	$8,682 80

No decree yet made as to the said cotton.

Gross proceeds of sale of said cotton	$9,568 48

Expenses not ascertained, and net proceeds not ready for distribution.

The steamer Caroline and cargo.

Captured October 28, 1862; libelled November 21, 1862.

Vessel appraised at	$80,000 00
Cargo appraised at	21,931 95
	101,931 95

No decree yet made as to either vessel or cargo.

Gross proceeds of sale of vessel	$84,500 00

Writ of sale of the entire cargo (except saltpetre) exit 22d December, 1862. The return not yet made.

Expenses not ascertained, and net proceeds not ready for distribution.

Cargo of the schooner Emma, per brig Julia Ford.

Captured September 27, 1862; libelled November 21, 1862.

Cargo appraised at	$20,844 00

Condemned in the district court December 26, 1862.

Gross proceeds of sale of cargo	$31,499 60

Expenses not ascertained, and net proceeds not ready for distribution.

30 barrels spirits of turpentine and 6 bales cotton, the cargo of the schooner Wave.

Captured November 1, 1862; libelled November 28, 1862.

Cargo appraised at $4,203 30

No decree yet made as to the said cargo.

Gross proceeds of sale of cargo $4,137 00

Expenses not ascertained, and net proceeds not ready for distribution.

The cargo of the schooner Brilliant, per schooner Abbey Ellen.

Captured December 3, 1862; libelled January 22, 1863.

Cargo appraised at $185 50

No decree yet made as to said cargo.
January 29, 1863.—Writ ex. for sale of said cargo as perishable, but not yet returned.
Expenses not ascertained, and net proceeds not ready for distribution.

The cargo of the schooner J. C. Roker, per schooner Abbey Ellen.

Captured December 3, 1862; libelled January 22, 1863.

Cargo appraised at $836 10

No decree yet made as to said cargo.
January 29, 1863.—Writ ex. for sale of said cargo as perishable, but not yet returned.
Expenses not ascertained, and net proceeds not ready for distribution.

The cargo of the schooner Coquette, per schooner Abbey Ellen.

Captured ——; libelled January 27, 1863.

Cargo appraised at $215 55

No decree yet made as to said cargo.
January 29, 1863.—Writ ex. for sale of said cargo as perishable, but not yet returned.
Expenses not ascertained, and net proceeds not ready for distribution.

The steamer Princess Royal and cargo.

Captured January 29, 1863; libelled February 9, 1863.
Writs of appraisement of vessel and cargo have issued, but not yet returned.

KEY WEST CASES.

Schooner Adeline.

Captured November 17, 1861; libelled November 23, 1861; condemned in district court November 28, 1861; decree of distribution September 11, 1862.

Gross amount of sales:

Vessel		$275 00
Cargo		3,811 87
Total		4,086 87

Expenses:

Vessel and cargo.—Custom-house duties, $875 92; watchman, $57 50; miscellaneous items, $58 56; marshal's fees, $66 29; making total marshal's expenses	$1,058 27	
Fees of district attorney	150 00	
Fees of clerk of court	11 35	
Fees of prize commissioners	23 20	
Total expenses		1,242 82
Net proceeds		2,844 05

Amount of proceeds deposited in the United States treasury.

Prize lists sent to the Fourth Auditor of the Treasury, with request for distribution, October 16, 1862.

Schooner Agnes No. 1.

Captured July 16, 1862; libelled August 5, 1862; condemned in district court August 9, 1862; decree of distribution, January 14, 1863.

Gross amount of sales:

Vessel		$976 75
Cargo		23,186 90
Total		24,162 76

Expenses:

Vessel and cargo.—Expenses on vessel, $129; labor at Key West, $79 70; expenses of sale at New York, $948 22; miscellaneous items, $345 38; making total marshal's expenses	$1,502 30	
Fees of district attorney	140 81	
Fees of clerk of court	21 05	
Fees of prize commissioners	97 80	
Total expenses		1,761 96
Net proceeds		22,400 80

Proceeds deposited in United States treasury.

Prize lists, with request for distribution, sent to the Fourth Auditor of the Treasury February 17, 1863.

Schooner Anna Belle.

Captured March 7, 1862; libelled March 17, 1862; condemned in district court March 21, 1862; decree of distribution September 11, 1862.

Gross amount of sales:

Vessel		$945 00
Cargo		5,798 74
Total		6,743 74

Expenses:

Vessel and cargo.—Watchman, $65; custom-house duties, $837 96; marshal's fees, $113 98; miscellaneous items, $155 03; making total marshal's expenses	$1,171 97	
Fees of district attorney	53 76	
Fees of clerk of the court	84 28	
Fees of prize commissioners	45 36	
Total expenses		1,355 37
Net proceeds		5,388 37

Amount paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Curlew.

Captured June 16, 1862; libelled July 14, 1862; condemned in district court August 9, 1862; decree of distribution September 11, 1862.

Gross amount of sales:

Vessel	$3,200 00
Cargo	3,702 00
Total	6,902 00

Brought forward		$6,902 00
Expenses :		
Vessel and cargo.—Discharging cargo, $52 50; wharfage, $81 75; expenses of custody, $102 50; labor, $78 92; marshal's fees, $110 88; making total marshal's expenses	$432 25	
Fees of district attorney	54 51	
Fees of prize commissioners	66 75	
Fees of clerk of court	19 05	
Duties	973 89	
Total expenses		1,546 45
Net proceeds		5,355 55

Balance paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money November 26, 1862.

Schooner Emma.

Captured January 17, 1862; libelled February 15, 1862; condemned in district court February 17, 1862; decree of distribution September 9, 1862.

Gross amount of sales :		
Vessel		$1,076 08
Cargo		12,276 44
Total		13,352 52
Expenses :		
Vessel and cargo.—Watchman, $80; storage, $70 45; marshal's fees, $190 60; miscellaneous items, $107 03; making total marshal's expenses	$448 08	
Duties	3,324 74	
Fees of district attorney	86 76	
Fees of clerk of court	150 62	
Fees of prize commissioners	60 28	
Total expenses		4,070 48
Net proceeds		9,282 04

Balance paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Eugenie.

Captured March 16, 1862; libelled April 4, 1862; condemned in district court April 10, 1862; decree of distribution September 9, 1862.

Gross amount of sales :		
Vessel		$1,047 12
Cargo		28,014 30
Total		29,061 42
Expenses :		
Vessel and cargo.—Wharfage and storage, $215 30; storage, $54 39; freight, $510 38; insurance, $140; labor, $105 16; marshal's fees, $418 69; miscellaneous items not specified, $795 39; making total marshal's expenses	$2,239 21	
Fees of district attorney	165 30	
Fees of clerk of court	268 25	
Fees of prize commissioners	92 55	
Total expenses		2,765 31
Net proceeds		26,296 11

Balance deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Eugenie Smith.

Captured February 7, 1862; libelled February 28, 1862; condemned in district court March 19, 1862; decree of distribution September 11, 1862.

Gross amount of sales:		
Vessel		$650 00
Cargo		2,254 36
Total		2,904 36
Expenses:		
Vessel and cargo—Watchman, $90; marshal's expenses of custody, $90; making total marshal's expenses	$398 59	
Fees of district attorney	34 52	
Fees of prize commissioners	59 26	
Fees of clerk of court	47 99	
Total expenses		540 63
Net proceeds		2,364 00

Proceeds paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money February 6, 1863.

Schooner Fashion.

Captured November 29, 1861; libelled February 19, 1862; hearing in district court March 19, 1862; decree of condemnation of one-third of vessel and cargo; decree of distribution March 26, 1862.

Gross amount of sales:		
Vessel and cargo		$231 88
Costs and expenses:		
Vessel and cargo		138 23
Net proceeds		93 65

Balance paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money November 26, 1862.

Schooner Grace E. Baker.

Captured March 29, 1862; libelled April 4, 1862; condemned in district court April 10, 1862; decree of distribution September 11, 1862.

Gross amount of sales:		
Vessel		$105 00
Cargo		17,093 69
Total		17,198 69
Expenses:		
Vessel and cargo.—Watchman, $56; insurance, $280; wharfage, $145 75; freight, $339 32; auctioneer's commissions, $170 94; damaged goods, $500; marshal's fee, $263 05; miscellaneous items, $186 56; making total marshal's expenses	$1,940 62	
Fees of district attorney	105 99	
Fees of clerk of court	188 88	
Fees of prize commissioner	72 99	
Total expenses		2,308 48
Net proceeds		14,890 21

Proceeds paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Henry Travers.

Captured March 8, 1862; libelled April 24, 1862; condemned in district court April 30, 1862; decree of distribution September 11, 1862.

Gross amount of sales:		
Vessel		$605 00
Cargo		7,043 76
Total		7,648 76
Expenses:		
Vessel and cargo.—Watchman, $117 50; marshal's fees, $112 99; miscellaneous items, $113 93; making total marshal's expenses	$344 42	
Duties	593 00	
Fees of district attorney	58 24	
Fees of clerk of court	94 23	
Fees of prize commissioners	52 72	
Total expenses		1,142 61
Net proceeds		6,506 15

Proceeds deposited in United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money February 6, 1863.

Schooner Ida.

Captured July 12, 1862; libelled August 15, 1862; condemned in district court September 1, 1862; decree of distribution December 31, 1862.

Gross amount of sales:		
Vessel		$313 00
Cargo		471 15
Total		784 15
Expenses:		
Vessel and cargo.—Watchman, $115; miscellaneous items, $89 90; marshal's fees, $29 60; making total bill of expenses	$234 50	
District attorney's fees	23 92	
Clerk's fees	20 50	
Commissioners' fees	41 36	
Duties	134 82	
Total expenses		455 10
Net proceeds		329 05

Proceeds paid into the United States treasury.

Prize lists, with request for distribution, sent to Fourth Auditor of the Treasury February 17, 1863.

Schooner Isabel, or W. R. King.

Captured February 1, 1862; libelled February 28, 1862; cargo condemned in district court March 12, 1862; vessel restored to the United States as government property; decree of distribution September 9, 1862.

Gross amount of sales:	
Cargo	$4,672 87

Brought forward		$4,672 87
Expenses:		
Cargo.—Marshal's fees, $76 22; other expenses, $261 96; making total marshal's expenses	$338 18	
Fees of district attorney	43 36	
Fees of clerk of court	61 93	
Fees of prize commissioners	36 68	
Total expenses		480 15
Net proceeds		4,192 72

Proceeds deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Lavinia.

Captured August 27, 1862; libelled September 10, 1862; condemned in the district court September 13, 1862; decree of distribution December 30, 1862.

Gross amount of sales:		
Vessel		$730 00
Cargo		8,850 38
Total		9,580 38
Expenses:		
Vessel and cargo.—Expenses of sale in New York, $539 98; marshal's fees, $154 74; miscellaneous items, $45 84; making total marshal's expenses	$740 56	
Fees of district attorney	67 90	
Fees of clerk of court	17 95	
Fees of prize commissioners	54 55	
Total expenses		880 96
Net proceeds		8,699 42

Proceeds deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money January 23, 1863.

Schooner Lion.

Captured February 25, 1862; libelled March 14, 1862; condemned in the district court March 31, 1862; decree of distribution September 10, 1862.

Gross amount of sales:		
Vessel		$654 61
Cargo		7,918 93
Total		8,573 54
Expenses:		
Vessel and cargo.—Watchman, $160; wharfage and storage, $66; marshal's fees, $134 52; miscellaneous items, $58 08; making total marshal's expenses	$418 60	
Duties	437 41	
Fees of district attorney	62 86	
Fees of clerk of court	106 58	
Fees of prize commissioners	68 23	
Total expenses		1,093 68
Net proceeds		7,479 86

Balance paid into the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Steamer Magnolia.

Captured February 19, 1862; libelled March 6, 1862; condemned March 12, 1862, in district court; decree of distribution September 15, 1862.

Gross amount of sales:		
Vessel		$50,310 00
Cargo		123,645 77
Total		173,955 77
Expenses:		
Vessel and cargo.—Watchmen, $189; marshal's commission on vessel, $635 12; expense of custody, $114 63; labor at Key West, $70; personal expense of marshal attending sale in New York, $150; marshal's commission on cargo, $1,551 82; marshal's other commissions, $50 56; expenses in New York for storage, labor, cartage, printing, &c., and commission on sale, $2,257 38, with his miscellaneous items; making the marshal's total bill and expenses, as taxed	$4,921 81	
Fees of district attorney	889 77	
Fees of clerk of court	272 15	
Fees of prize commissioners	467 88	
		6,551 61
Total expenses		167,404 16
Net proceeds		

Deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Sloop Margaret.

Captured February 6, 1862; libelled February 28, 1862; condemned in district court March 12, 1862; decree of distribution September 9, 1862.

Gross amount of sales:		
Vessel		$101 32
Cargo		3,148 66
Total		3,549 98
Expenses:		
Vessel and cargo.—Marshal's bill of fees and expenses	$112 35	
Fees of district attorney	37 75	
Fees of clerk of court	51 20	
Fees of prize commissioners	33 17	
		234 47
Total expenses		3,315 51
Net proceeds		

Amount paid into the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Newcastle.

Captured May 11, 1862; libelled May 28, 1862; condemned in district court June 2, 1862; decree of distribution September 11, 1862.

Gross amount of sales:	
Vessel	$1,085 37
Cargo	33,835 98
Total	34,921 35

Brought forward		$34,921 35
Expenses :		
Vessel and cargo —Watchman, $92 50; expenses of sale in New York, $1,358 66; marshal's fees, $489 81; miscellaneous items, $164; making total marshal's expenses	$2,104 97	
Fees of district attorney	194 60	
Fees of clerk of court	270 25	
Fees of prize commissioners	116 80	
Total expenses		2,686 62
Net proceeds		32,234 73

Balance paid into the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Sloop Octavia.

Captured April 2, 1862; libelled April 24, 1862; condemned in district court April 30, 1862; decree of distribution September 11, 1862.

Gross amount of sales :		
Vessel		$686 00
Cargo, none.		
Expenses :		
Vessel.—Marshal's fees and expenses	$21 57	
Fees of district attorney	23 04	
Fees of clerk of court	21 61	
Fees of prize commissioners	8 01	
Total expenses		74 62
Net proceeds		611 38

Proceeds deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Olive Branch.

Captured January 20, 1862; libelled February 18, 1862; condemned in district court February 24, 1862; decree of distribution September 9, 1862.

Gross amount of sales :		
Vessel		$861 75
Cargo		5,082 99
Total		5,944 74
Expenses :		
Vessel and cargo.—Custody, $60; marshal's fees, $95 07; miscellaneous items, $28 34; making total marshal's expenses	$183 31	
Fees of district attorney	48 72	
Fees of clerk of court	75 39	
Fees of prize commissioners	37 16	
Total expenses		344 58
Net proceeds		5,600 16

Proceeds deposited in United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner President.

Captured March 6, 1862; libelled April 4, 1862; condemned in district court April 10, 1862; decree of distribution September 10, 1862.

Gross amount of sales:		
Vessel		$454 12
Cargo		11,957 01
Total		12,411 13
Expenses:		
Vessel and cargo.—Wharfage, $104 50; freight, $238; insurance, $200; auctioneer's commissions, $119 57; marshal's fees, $80 52; miscellaneous items, $280 68; making marshal's total expenses	$1,023 27	
Fees of district attorney	82 05	
Fees of clerk	142 21	
Fees of prize commissioners	45 62	
Total expenses		1,293 15
Net proceeds		11,117 98

Proceeds deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Princeton.

Captured June 11, 1862; libelled June 17, 1862; condemned in district court June 24, 1862; decree of distribution September 12, 1862.

Gross amount of sales:		
Vessel		$305 00
Cargo		3,565 28
Total		3,870 28
Expenses:		
Vessel and cargo.—Storage and wharfage, $80; marshal's fees, $80 52; miscellaneous expenses, $148 83; making marshal's total expenses	$309 35	
Fees of district attorney	39 25	
Fees of clerk of court	55 25	
Fees of prize commissioners	36 57	
Duties	476 44	
Total expenses		916 96
Net proceeds		2,953 32

Amount deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner R. C. Files.

Captured April 20, 1862; libelled May 2, 1862; condemned in the district court May 5, 1862; decree of distribution September 11, 1862.

Gross amount of sales:	
Vessel	$1,685 77
Cargo	34,379 63
Total	36,065 40

Brought forward		$36,065 40
Expenses :		
Vessel and cargo.—Insurance, $543 40; storage, $64 16; auctioneer's commissions, $343 80; freight, $537 88; marshal's fees, $505 75; miscellaneous items, $257 82; making marshal's total expenses	$2,252 81	
Fees of district attorney	200 33	
Fees of clerk of court	268 85	
Fees of prize commissioners	109 16	
Total expenses		2,831 15
Net proceeds		33,234 25

Proceeds deposited in United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Steamer Swan.

Captured May 24, 1862; libelled May 29, 1862; condemned in district court June 2, 1862; decree of distribution September 29, 1862.

Gross amount of sales :		
Vessel		$16,666 67
Cargo		201,808 85
Total		218,475 52
Expenses :		
Vessel and cargo.—Expense of custody, $1,788 60; assisting vessel into port, $380; labor on cargo, $377 75; anchorage, $50 12; cleaning machines, $50; provisions, $295 02; advertising, $122 46; storage, freight, insurance, lighterage, mending, sampling cotton, auctioneer's commissions and marshal's expense attending sales, $7,838 35, as taxed by the court; marshal's fees, $2,979 65; miscellaneous items, $236 88; making marshal's total expenses	$14,218 83	
Fees of district attorney	1,112 33	
Fees of clerk of court	277 05	
Fees of prize commissioners	569 28	
Total expenses		16,177 49
Net proceeds		202,298 03

Amount deposited in United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money February 17, 1863.

Steamer Reliance.

Captured July 21, 1862; libelled August 1, 1862; condemned in district court August 4, 1862; decree of distribution December 29, 1862.

Gross amount of sales :		
Vessel		$11,000 00
Cargo		73,719 50
Total		84,719 50
Expenses :		
Vessel and cargo.—Expense of custody, $505 66; repair of engine, $51 50; stores, $56 30; expense attending sale of cargo in New York, $3,633 86; advertising, $87 55; miscellaneous items, $174 45; marshal's fees, $1,175 57; making marshal's total expenses	$5,685 19	

Brought forward	$5,685 19	$84,719 50
Fees of district attorney	443 59	
Fees of clerk of court	21 70	
Fees of prize commissioners	243 79	
Total expenses		6,394 27
Net proceeds		78,325 23

Proceeds deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money January 29, 1863.

Schooner Rose.

Captured April 3, 1862; libelled April 24, 1862; decree of distribution September 11, 1862; condemned in district court April 30, 1862.

Gross amount of sales:		
Vessel		$90 00
Cargo		7,688 40
Total		7,778 40
Expenses:		
Vessel and cargo.—Freight, $114 24; insurance, $149 80; auctioneer's commissions, $76 88; marshal's fees, $120 19; miscellaneous items, $113 60; making marshal's total expenses	$574 71	
Fees of district attorney	58 89	
Fees of clerk of court	94 78	
Fees of prize commissioners	30 54	
Total expenses		758 92
Net proceeds		7,019 48

Amount deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Slave bark, name unknown.

Captured June 16, 1862; libelled June 27, 1862; decree of distribution September 13, 1862; condemned in district court July 9, 1862.

Gross amount of sales:		
Vessel		$2,869 12
Cargo		35 15
Gold found on board and sold in New York		6,227 00
Total		9,131 27
Expenses:		
Vessel and cargo.—Marshal's fees and expenses	$478 10	
Fees of district attorney	62 53	
Fees of clerk of court	22 70	
Fees of prize commissioners	28 06	
Total expenses		591 39
Net proceeds		8,539 88

Amount deposited in the United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money November 26, 1862.

Schooner William Mallory.

Captured March 6, 1862; libelled March 14, 1862; decree of distribution September 11, 1862.

Gross amount of sales:

Vessel		$1,114 00
Cargo		6,412 19
Total		7,526 19

Expenses:

Vessel and cargo.—Wharfage and storage, $100; labor, $82 79; marshal's fees, $133 25; miscellaneous items, $101 37; making marshal's total expenses	$417 41	
Custom-house duties	950 33	
Fees of district attorney	57 63	
Fees of clerk of court	89 81	
Fees of prize commissioners	42 11	
Total expenses		1,557 29
Net proceeds		5,968 90

Amount deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner W. C. Bee.

Captured April 23, 1862; libelled May 14, 1862; decree of distribution September 11, 1862; condemned in district court May 28, 1862.

Gross amount of sales:

Vessel	$1,680 75
Cargo	29,203 50
Total	30,884 25

Expenses:

Vessel and cargo.—Custody, $70; freight, $111 86; insurance, $120; commissions of auctioneer, $73 60; marshal's fees, $143 11; miscellaneous items, chiefly incurred at sale of cargo in New York, $1,215 89; making marshal's total expenses	$1,934 46	
Fees of district attorney	174 42	
Fees of clerk of court	268 05	
Fees of prize commissioners	93 11	
Total expenses		2,470 04
Net proceeds		28,414 21

Amount deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money October 16, 1862.

Schooner Victoria.

Captured July 12, 1862; libelled August 2, 1862; decree of distribution December 30, 1862; condemned in district court August 6, 1862.

Gross amount of sales:

Vessel	$120 00
Cargo	30,181 08
Total	30,301 08

Brought forward		$30,301 08
Expenses:		
Vessel and cargo—Watchman, $55; labor, $173 84; bagging, $71 10; expenses at New York, $1,105 63; marshal's fees, $431 22; making marshal's total expenses	$1,972 42	
Fees of district attorney	171 50	
Fees of clerk of court	22 50	
Fees of prize commissioners	101 75	
Total expenses		2,267 87
Net proceeds		28,033 21

Amount deposited in the United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money February 17, 1863.

Steamer Union.

Captured August 25, 1862; libelled September 3, 1862; decree of distribution December 30, 1862; condemned in district court September 12, 1862.

Gross amount of sales:		
Vessel		$2,325 00
Cargo		96,503 45
Total		98,838 45
Expenses:		
Vessel and cargo.—Custody and labor, $613 33; provisions, advertising, &c, $184 20; marshal's fees, $1,362 80; expense of sale in New York, $4,161 37; miscellaneous items, $158 81; making marshal's total expenses	$6,481 01	
Fees of district attorney	514 19	
Fees of clerk of court	25 35	
Fees of prize commissioners	278 49	
Total expenses		7,298 84
Net proceeds		91,539 61

Amount deposited in United States treasury.

Fourth Auditor of the Treasury requested to make distribution of prize money February 17, 1863.

Schooner Uncle Mose.

Captured July 5, 1862; libelled July 29, 1862; decree of distribution December 30, 1862; condemned in district court August 1, 1862.

Gross amount of sales:		
Vessel		$183 74
Cargo		32,379 17
Total		32,562 91
Expenses:		
Vessel and cargo.—Custody, $70; labor, $99 60; bagging, $66 60; expense of sale in New York, $1,226 39; marshal's fees, $458 66; miscellaneous items, $116 29; making marshal's total expenses	$2,037 54	
Fees of district attorney	163 73	
Fees of clerk of court	21 65	
Fees of prize commissioner	114 00	
Total expenses		2,336 92
Net proceeds		30,225 99

Amount deposited in United States treasury.
Fourth Auditor of the Treasury requested to make distribution of prize money February 17, 1863.

Schooner Corelia.

Captured August 23, 1862; libelled September 6, 1862; condemned in district court September 10, 1862; decree of distribution December 31, 1862.

Gross amount of sales:		
Vessel		$368 51
Cargo		1,062 11
Total		1,430 62
Expenses:		
Vessel and cargo.—Watchmen, $55; duties, $269 63; miscellaneous items, $90 36; making total marshal's expenses	$414 99	
Fees of district attorney	27 15	
Fees of clerk of court	18 45	
Fees of prize commissioners	34 37	
Total expenses		494 96
Net proceeds		935 66

Distribution cannot be ordered until the prize lists of the James S. Chambers, the capturing vessel, are received.

Schooner Andromeda.

Captured May 26, 1862; libelled June 5, 1862; condemned in district court June 23, 1862; appealed June 23, 1862

Gross amount of sales:		
Vessel		$3,000 00
Cargo		124,727 06
Total		127,727 06
Expenses:		
Vessel and cargo.—Expenses of sale in New York, insurance, labor, commissions of auctioneers, &c., $5,025; custody, $142 50; miscellaneous items, $164 93; marshal's fees, $1,681 36; making total marshal's expenses	$7,013 79	
Fees of district attorney	658 63	
Fees of clerk of the court	19 25	
Fees of prize commissioners	355 51	
Total expenses		8,047 18
Net proceeds		119,679 88

Amount not ready for distribution by reason of appeal.
Proceeds amounting to $115,218 50 deposited with assistant treasurer, New York.

Schooner Aristides

Captured September 27, 1862; libelled September 27, 1862; hearing in district court September 28, 1862; decree of condemnation of three-eighths of the vessel.

Gross amount of sales:	
No cargo.	
Three-eighths of vessel	$125 00
Total expenses and costs	67 37
Net proceeds	57 63

Amount of proceeds deposited with United States treasurer, New York.
Final decree not received.

Schooner Baigorry.

Captured June 9, 1862; libelled June 17, 1862; condemned in district court June 24, 1862; appealed July 2, 1862.

Gross amount of sales:		
Vessel		$2,379 87
Cargo		59,188 56
Total		61,568 43
Expenses:		
Vessel and cargo.—Expenses of sale in New York, $2,511 91; labor at Key West, $66 14; miscellaneous items, $162; watchman, $190; marshal's fees, $854 59; making total expenses of marshal	$3,784 64	
Fees of district attorney	20 55	
Fees of clerk of the court	327 34	
Fees of prize commissioners	183 12	
Total expenses		4,315 65
Net proceeds		57,252 78

Deposited in treasury, New York, $53,269 70.
In the hands of marshal, $3,983 08.
Appeal pending.

Schooner Beauregard.

Captured November 11, 1861; libelled November 22, 1861; condemned in district court November 28, 1862.

Gross amount of sales:		
Vessel		$2,146 67
No cargo.		
Expenses:		
Vessel—United States attorney's fees	$150 00	
Miscellaneous items	141 70	
Total expenses		291 75
Net proceeds		1,854 92

No final decree received.

Schooner By-George.

Captured December 1, 1862; libelled December 19, 1862; condemned in district court January 29, 1863.

Final decree not received.

Schooner Brilliant.

Captured June 23, 1861; libelled July 20, 1861; condemned in district court July 23, 1861; appeal July 26, 1861.

Appraised value of vessel and cargo, $3,820.
Restored to claimants on stipulation, pending appeal.

Expenses to date of restoration	$100 80

Steamship Circassian.

Captured January 4, 1862; libelled May 19, 1862; condemned in district court May 27, 1862; appealed June 21, 1862

Gross amount of sales:	
Vessel and cargo	$342,843 62

Brought forward		$342,843 62
Expenses:		
Vessel and cargo —Pay-roll of officers and crew, $1,041; service of firemen, $81; pilotage $89 84; laborers' pay-roll, $398; repairs, $198; Key West pilotage, $92; provisions, $288; salvage paid for lighterage service, $945; coaling ship, $231 25; getting ship ready for sea, $200; pilotage out of Key West, $95; provisions, $361; pay-roll, $433; provisions, $110; personal expenses allowed marshal while attending sale in New York, $206 80; appraisal of ship, $100; Atlantic Mutual Insurance Company, $5,502 50; storage, $1,940; paid commissioners, $4,268 95; marshal's personal expenses, $246 77, with miscellaneous expenses; making the total amount of expenses, as per marshal's report		30,026 21
Net proceeds		312,817 41

Deposited in treasury, $208,436 86. Returns incomplete. Case still pending.

Schooner Cora.

Captured March 6, 1862; libelled April 4, 1862; condemned in district court April 9, 1862; appeal taken April 17, 1862.

Gross amount of sales:		
Vessel		$687 99
Cargo		32,009 53
Total		32,697 52
Expenses:		
Vessel and cargo —Watchman, $67 50; lighterage, $125; wharfage, $133 15; labor, $137 09; rope and bagging, $111 49; expenses of sale in New York, $1,468 56; marshal's fees, $472 56; miscellaneous items, $79 76; making total marshal's expenses	$2,595 11	
Fees of district attorney	183 48	
Fees of clerk of court	269 55	
Fees of prize commissioners	109 64	
Total expenses		3,157 78
Net proceeds		29,539 74

Deposited in treasury at New York, $28,808 58, bearing four per cent. interest. Not ready for distribution by reason of appeal.

Schooner C. P. Knapp.

Captured August 8, 1861; libelled August 29, 1861; hearing in district court September 10, 1861; decree, libel dismissed.

Expenses:	
Watchman, $87 50; miscellaneous items, $64 15	$151 65

Vessel restored.

Sloop Elizabeth.

Captured July 2, 1862; libelled December 4, 1862.

Gross amount of sales:	
Vessel	$261 00
Cargo	565 75
Total	826 75

Expenses:

Vessel and cargo.—Watchman, $87 50; marshal's fees, $24 89; general expenses, $161 54; fee bills not audited.

Proceeds in hands of marshal. Not ready for distribution.

Schooner Florida.

Captured March 10, 1862; libelled March 20, 1862; condemned in district court March 31, 1862; appeal taken April 15, 1862.

Gross amount of sales:

Vessel	$204 00
Cargo	9,335 49
Total	9,539 49

Expenses:

Vessel and cargo.—Watchman, $105; wharfage, $63; marshal's fees, $137 26; miscellaneous items, $96 22; duties, $979 20; making total marshal's expenses	$1,380 68	
Fees of clerk	113 04	
Fees of district attorney	67 69	
Fees of prize commissioners	63 35	
Total expenses		1,624 76
Net proceeds		7,914 73

Deposited in treasury in New York, $7,500. Balance in hands of marshal.

Bark H. E. Spearing.

Captured May 28, 1861; libelled June 22, 1861; hearing in district court June 24, 1861; libel dismissed; vessel restored to claimants.

Sloop G. L. Brockenborough.

Captured October 15, 1862; libelled November 12, 1862; vessel appraised at $900, and delivered to acting Rear-Admiral J. L. Lardner, upon his requisition, for the use of the United States.

Schooner Jane.

Captured May 3, 1862; libelled May 23, 1862; condemned in district court June 17, 1862; appealed June 24, 1862.

Gross amount of sales:

Vessel	$1,002 00
Cargo	1,916 84
Total	2,918 84

Expenses:

Vessel.—Expenses of custody, $68; miscellaneous items, $51 57; making total marshal's expenses on vessel	$119 57	
Cargo.—Duties on cargo, $222 97; marshal's fees, $62 34; miscellaneous items, $201 69; making total marshal's expenses on cargo	487 00	
Total expenses		606 57
Net proceeds		2,312 27

Case not settled. Appeal pending.

Schooner Julia.

Captured May 11, 1862; libelled July 29, 1862; hearing in district court continued

Gross amount of sales :

Vessel	$240 00
Cargo	17,107 96
Total	17,347 96

Expenses :

Vessel and cargo.—Watchman, $95 ; expense of sale at New York, $614 96 ; marshal's fees, $259 06 ; miscellaneous items, $37 41 ; labor, $116 80 ; making total expenses accrued thus far $1,123 23

Bills of fees not yet taxed.
Deposited in treasury at New York, $15,382 32.
Balance in hands of marshal awaiting order of court.

Schooner Lucy.

Captured June 20, 1862 ; libelled July 19, 1862 ; condemned in district court August 4, 1862 ; appealed August 15, 1862.

Gross amount of sales :

Vessel	$504 00
Cargo	3,629 81
Total	4,133 81

Expenses :

Vessel and cargo.—Watchman, $105 ; duties, $1,113 02; miscellaneous items, $128 94 ; making total expenses thus far accrued $1,346 96

Fee bills not yet taxed.
Proceeds in hands of marshal.

Schooner Magnolia.

Captured May 1, 1862 ; libelled June 17, 1862. Vessel sold in Key West ; cargo in New York.

Gross amount of sales :

Vessel	$255 00
Cargo	41,476 61
Total	41,731 61

Expenses :

Vessel and cargo.—Expenses of sale at New York, $1,760 38 ; bagging for cotton, $128 19 ; marshal's fees, $589 30 ; expense of custody, $180 ; making total marshal's expenses $2,657 87

Bills of fees not yet audited.

Schooner Orion.

Captured July 24, 1862 ; libelled August 11, 1862 ; hearing in district court September 1, 1862 ; decree : vessel condemned, order for further proof on cargo ; order for sale of vessel and cargo, interlocutory decree, September 15, 1862.

Gross amount of sales :

Vessel	$651 37
Cargo	7,249 13
Total	7,900 50

Expenses :

Vessel and cargo.—Watchman, $135 ; appraisers, $120 ; wharfage, $88 ; marshal's expenses thus far on vessel $343 00

Bills of fees not taxed.
Case not settled.

Bark Pilgrim.

Captured July 7, 1861; hearing in district court August 19, 1862; libel dismissed; appeal October 11, 1862, on behalf of the United States on the vessel; whole of the cargo restored.

Gross amount of sales:

Vessel	$605 00

Expenses:

Vessel.—Watchman, $440; miscellaneous items, $25 71; total marshal's expenses thus far accrued	465 75	
Balance	129 29	

Costs not taxed. Total amount of sales deposited in the registry of the court. Costs of custody and fees nearly equal the proceeds

Spanish bark Teresita.

Captured January 30, 1862; libelled February 28, 1862; hearing in district court March 6, 1862; decree: libel dismissed, vessel restored.

Steamer Columbia.

Captured August 3, 1862; libelled August 20, 1862; condemned in district court September 1, 1862.

Gross amount of sales:

Cargo, no returns.

Vessel turned over to the Navy Department, and cargo to War Department, except such portion not required by government.

Returns of expenses not yet received. Case not settled, and amount not ready for distribution.

Brigantine Nahum Stetson.

Captured June 20, 1861; libelled July 3, 1861; condemned in district court July 18, 1861.

Gross amount of sales:

Vessel		$2,710 68

Expenses:

Vessel.—Watchman, $105 51; miscellaneous items, $112 41; total marshal's expenses	$217 92	
Fees of district attorney	100 00	
Total expenses		317 92
Net proceeds		2,392 76

Amount of proceeds paid into the United States treasury.

No cargo on board. Two thousand dollars in specie found in the prize; reported to be taken for the use of the government.

Prize money not yet ready for distribution, as the final decree of the court is not yet received.

Schooner Zeland.

Captured November 21, 1861; libelled November 26, 1861; hearing in district court November 28, 1861; decree: libel dismissed.

Vessel restored on payment of costs by the master.

No cargo on board.

Schooner Will o' the Wisp.

Captured June 3, 1862; libelled July 5, 1862; hearing in district court July 9, 1862; decree: libel dismissed.

Vessel and cargo restored.

Steamer Adela.

Captured July 6, 1862; libelled August 2, 1862; hearing in district court August 18, 1862. Order entered, allowing claimants to make further proof.

Cargo remains unbroken.

Expenses:

Vessel and cargo.—Custody	$190 00
Keeping engines in order	50 00
Calking deck	199 46
Witnesses	61 50
Expenses thus far	500 96

Case not settled. Amount not ready for distribution.

Schooner William.

Captured July 1, 1862; libelled August 1, 1862; hearing in district court August 6, 1862.

Gross amount of sales:

Vessel	$1,875 00
Cargo	93,449 97
Total	95,324 97

Expenses:

Vessel and cargo.—Custody	$90 00
Provisions	186 63
Expenses at Key West	418 73
Expenses attending sale of cargo at New York	4,337 98
Fees of marshal	1,304 84
Making total marshal's expenses thus far accrued	6,338 18

Bills of district attorney, clerk of court, prize commissioners, and additional bills of marshal, not yet rendered.

Deposited in treasury at New York, $85,792 48. Balance in hands of marshal.

Case not settled, and amount not ready for distribution.

Schooner Venice.

Captured May 14, 1862; libelled June 16, 1862; hearing in district court June 24, 1862; decree: libel dismissed; appealed in behalf of the United States July 2, 1862.

Vessel and cargo restored to claimants, on bond, pending appeal.

Cargo of schooner Sirah.

Captured July 2, 1862; libelled December 4, 1862.

Cargo, 46 barrels of molasses.

Gross amount of sales	$606 99
Expenses thus far accrued	36 50
Balance	570 49

Proceeds in the hands of the marshal.

Schooner unseaworthy, and was destroyed by captors. Case awaiting trial.

Schooner Mount Blanc.

Captured December 25, 1862; libelled January 17, 1863; hearing in district court January 19, 1863; decree: libel dismissed; property restored.

Schooner Lily.

Captured August 31, 1862; libelled November 18, 1862; condemned in district court January 16, 1862.

Schooner Two Sisters.

Captured September 21, 1862; libelled November 18, 1862; condemned in district court January 16, 1863.

Schooner Hermosa.

Captured October 30, 1862; libelled November 18, 1862; condemned in district court January 16, 1863.

Brig Comet.

Captured December 25, 1862; libelled January 27, 1863; hearing in district court January 27, 1863.
Order for interlocutory sale.

Sloop Flying Fish.

Captured December 30, 1862; libelled January, 15, 1863; condemned in district court January 27, 1863.

Schooner Carmita.

Captured December 27, 1862; libelled January 15, 1863; condemned in district court January 27, 1863.

Schooner Ariel.

Captured November 4, 1862; libelled November 25, 1862; condemned in district court January 16, 1863.

Sloop Good Luck.

Captured January 6, 1863; libelled January 20, 1863; condemned in district court January 27, 1863.

Prize—a small boat.

Captured December 20, 1862; libelled January 20, 1863; condemned in district court January 27, 1863.

Schooner Kate.

Captured December 27, 1862; libelled January 20, 1863.

Sloop Avenger.

Captured January 5, 1863; libelled January 20, 1863; condemned in district court January 27, 1863.

Sloop Silas Henry.

Captured January 8, 1863; libelled January 20, 1863; condemned in district court, as to cargo, January 27, 1863.

Sloop Ellen.

Captured November 24, 1862; libelled December 4, 1862; condemned in district court January 16, 1863.

Schooner Maria.

Captured November 12, 1862; libelled December 15, 1862; condemned in district court January 13, 1863.

Schooner Corse.

Captured November 11, 1862; libelled December 12, 1862; condemned in district court January 16, 1863.

Schooner Agnes (No. 2.)

Captured November 24, 1862; libelled December 4, 1862; condemned in district court January 16, 1863.

Schooner Rising Dawn.

Captured January 10, 1863; libelled January 26, 1863; hearing in district court January 27, 1863; decree: libel dismissed; property restored to the claimants. Appealed January 30, 1863, by the district attorney.

Schooner Alicia.

Captured December 10, 1862 ; libelled December 18, 1862 ; condemned in district court January 7, 1863 ; appeal taken to circuit court January 9, 1863.

Schooner Nonesuch.

Captured December 1, 1862 ; libelled December 12, 1862 ; hearing in district court January 6, 1863 ; decree: libel dismissed ; property restored to claimants. Appealed January 9, 1863, by the district attorney.

Schooner Diana.

Captured November 26, 1862 ; libelled December 17, 1862 ; hearing in district court January 27, 1863. Continued for further proof.

Schooner Elias Reed.

Captured November 5, 1862 ; libelled December 1, 1862 ; condemned in district court January 9, 1863.

Sloop Brave.

Captured January 15, 1863 ; libelled January 26, 1863.

Sloop William E. Chester.

Captured November 20, 1862 ; libelled January 26, 1863.

Schooner Courier.

Captured December 22, 1863 ; libelled January 17, 1863.

Schooner Dart.

Captured October 6, 1862 ; libelled November 25, 1862.

Schooner Adventure.

Captured October 14, 1862 ; libelled November 25, 1862.

Schooner Frier.

Captured October 28, 1862 ; libelled November 18, 1862.

Schooner Isabel, alias *Anabelle.*

Captured September 23, 1862 ; libelled November 18, 1862.

Schooner Theresa.

Captured September 4, 1862 ; libelled November 18, 1862.

Sloop Julia.

Captured January 8, 1863 ; libelled January 20, 1863 ; condemned in district court January 29, 1863. Vessel delivered to Admiral Bailey, at his request, for the government, on appraisement.

Schooner Francis.

Captured October 23, 1862 ; libelled November 18, 1862 ; hearing in district court January 16, 1863. Order for sale.

Cargo of schooner Velocity awaiting trial.

WASHINGTON CASES.

Schooner Tropic Wind.

Captured May 21, 1861 ; libelled June 3, 1861 ; hearing in district court June 6, 7, and 8, 1861 ; libel dismissed June 22, 1861, by order of the Secretary of State.

Schooner General Knox.

Captured June 25, 1861; libelled June 3, 1861; hearing in district court June 6, 1861; interlocutory decree June 6, 1861. Vessel and cargo restored to owners, it being adjudged that there was no probable cause for capture.

Schooner Georgiana.

Captured June 25, 1861; libelled June 3, 1861; hearing in district court June 6, 1861; interlocutory decree June 6, 1861. Vessel and cargo restored to owners, the court deciding that there was no probable cause for capture.

Schooner Catharine.

Captured May 26, 1861; libelled June 3, 1861; libel dismissed June 3, 1861, the court deciding that there was no probable cause for capture.

Schooner Iris.

Captured May 26, 1861; libelled June 3, 1861; libel dismissed June 3, 1861, the court deciding that there was no probable cause for capture.

Schooner Buena Vista.

Captured, (no date;) libelled September 3, 1861; interlocutory decree April 28, 1861. Total sales, $130. Decision not announced.

Sloop T. J. Evans.

Captured, (no date;) libelled September 30, 1861; hearing in district court October 14, November 29, and December 17, 1861; decree of condemnation November 29, 1861; interlocutory sale December 26, 1861. Total sales, $151; in marshal's hands.

Schooner John Hamilton.

Captured July 5, 1861; libelled September 30, 1861; hearing in district court October 14, November 7, 1861, and April 28, 1862; interlocutory decree April 28, 1861. Total sales, $100. The judge still holds the case under advisement.

Schooner Sally Mears.

Captured July 1, 1861; libelled September 30, 1861; hearing in district court October 14, November 7, 1861, and April 28, 1862; interlocutory decree, April 28, 1862. Total sales, $2,800.

The judge still holds the case under advisement.

Schooner Herford.

Captured, (no date;) libelled October 14, 1861; libel dismissed October 14, 1861, the court decreeing that there was no probable cause for capture.

A canoe.

Captured July 13, 1861; libelled October 14, 1861; hearing in district court October 14, 1861; interlocutory decree April 28, 1862. Total sales, $18.

Schooner Alena.

Captured August 14, 1861; libelled October 22, 1861; hearing in district court October 22 and November 16, 1861; interlocutory decree November 29, 1861. Total sales, $35; amount of proceeds in marshal's hands.

Schooner Falcon.

Captured April 16, 1862; libelled April 28, 1862; hearing in district court April 28 and June 12, 1862; interlocutory decree April 28, 1862. Total sales, $50.

Special claim filed by creditors of the owner.

Schooner Monterey.

Captured April 16, 1862; libelled April 28, 1862; hearing in district court April 28 and May 15, 1862; interlocutory decree May 15, 1862. Total sales, $837 10.
Case contested.

Schooner Lookout.

Captured April 16, 1862; libelled April 28, 1862; hearing in district court April 28 and May 15, 1862; interlocutory decree April 28 and May 15, 1862. Total amount of sales, $2,754 49.
Case contested.

Schooner Sarah Ann.

Captured April 16, 1862; libelled April 28, 1862; hearing in district court April 28, May 15, and June 12, 1862; interlocutory decree May 15, 1862. Total sales, $1,247 48.
Case contested.

Schooner Sidney C. Jones.

Captured April 16, 1862; libelled April 28, 1862; hearing in district court April 28, May 5, and June 9, 1862; interlocutory decree June 12, 1862.
Decree, June 9, for salvage. Total sales, amounting to $100, in registry of court.

Schooner Reindeer.

Captured April 20, 1862; libelled May 5, 1862; hearing in district court May 5, 15, and June 12, 1862; interlocutory decree May 15, 1862 Total sales, $240.

2 boxes of hoop skirts, 22 barrels of whiskey, and 2 barrels of rum.

Captured May 17, 1862; libelled May 22, 1862; hearing in district court May 22 and June 12, 1862; interlocutory decree May 22, 1862. Total sales, $200.

Sloop Monitor.

Captured June 1, 1862; libelled June 12, 1862; libel dismissed July 3, 1862, the district attorney being satisfied, from the report of prize commissioners, that there was no cause for condemnation.

Schooner Director.

Captured in April or May; libelled July 18, 1862; hearing in district court July 18, 1862; interlocutory decree July 18, 1862. Total sales, $285.

Schooner American Coaster.

Captured April or May, 1862; libelled July 29, 1862; hearing in district court July 18, 1862; interlocutory decree July 18, 1862. Total sales, $350.

Schooner F. S. Capron.

Captured April 29, 1862; libelled July 18, 1862; hearing in district court July 18, 1862; interlocutory decree July 18, 1862. Total sales, $910.

Schooner Sabine.

Captured April 19, 1862; libelled August 6, 1862; hearing in district court August 6, 1862; interlocutory decree August 6, 1862. Total sales, $205; proceeds in marshal's hands.

Steamer Eureka.

Captured April 20, 1862; libelled August 6, 1862; hearing in district court August 6, 1862; interlocutory decree August 6, 1862. Total sales, $293 75; in marshal's hands.

Three small sail-boats.

Captured August 8, 1862; libelled August 15, 1862; hearing in district court August 15 and 30, 1862; interlocutory decree August 15, 1862. Total sales, $1,463 89; proceeds in hands of marshal.

Schooner Sidney C. Jones.

Captured, (no date ;) libelled August 30, 1862 ; hearing in district court August 30, 1862 ; interlocutory decree August 30, 1862 ; dismissed September 4, 1862, the court deciding that there was no evidence to warrant condemnation.

Schooner Blossom.

Captured August 15, 1862 ; libelled September 17, 1862 ; hearing in district court September 17, 1862 ; interlocutory decree September 17, 1862. Total sales, $270 88 ; proceeds in marshal's hands.

Schooner Christiana Lee.

Captured August 1, 1862 ; libelled September 27, 1862 ; interlocutory decree September 27, 1862.

The marshal returns that no such vessel is to be found.

Pungy, Sea Bird, and batteau—three small boats.

Captured August 15, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $46.

Lot of property, wares, and merchandise.

Captured August 15, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $2,043 74.

Schooner Rising Sun.

Captured September 5, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $1,294 02.

Schooner Southerner.

Captured September 21, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $605.

Small sail-boat.

Captured September 21, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $50.

Two yawl-boats.

Captured September 22, 1862 ; libelled September 27, 1862 ; hearing in district court September 27, 1862 ; interlocutory decree September 27, 1862. Total sales, $75 72.

BALTIMORE CASES.

Schooner Alert and cargo.

Captured October 6, 1861 ; libelled October 21, 1861 ; condemned in district court October 31, 1861, and sale ordered.

Amount of proceeds paid into the United States treasury, $1,659 19.

Appeal prayed, and now pending.

Schooner Arcola.

Captured May 22, 1861 ; libelled June 20, 1861 ; hearing in district court October 15, 1861 ; decree : restoration of property on payment of costs ; appeal prayed, and now pending.

Schooner Beverly.

Captured, (no date given ;) libelled October 16, 1861 ; condemned in district court, and sale ordered.

Amount of proceeds paid into the treasury, $1,199 10.

A canoe.

Captured October 5, 1861; libelled November 14, 1861; condemned in district court November 25, 1861, and sale ordered.

Vessel sold for $65. Net proceeds, amounting to $4 94, deposited in the custom-house.

Schooner F. W. Johnson.

Captured June 1, 1861; libelled June 9, 1861; hearing in district court September 27, 1861; decree: restoration of property on payment of costs.

Vessel sold for	$128 16
Cargo sold for	748 54
Total	876 70

Proceeds deposited in the registry of the court.

Appeal prayed, and now pending.

EXHIBIT 17.

Bill of Ward & Gore, dated 22d December.—Broker's sale note, dated 12th December.

Bought of Ward & Gore 293 chests Congou (A. H.) tea, on the 12th day of December, 1862—weight, gross..... 32,724 lbs.
24 lbs. tare, each..... 7,032

25,692 lbs.

At 45 cents per lb.....	$11,557	28
Less 2⅓ per cent.....	270	04
	11,287	24
Less 7 per cent. lighterage.....	20	51
	11,266	73

12 chests were damaged: allowance to the amount of 7 cents per pound on 1,013 lbs..... $70 91

December 27, by check.....	$4,000	00
December 19.....	6,000	00
January 2.....	1,195	82
	11,195	82

EXHIBIT 21.

Sturges, Bennet & Co. state, that on the 6th January, 1863, they purchased of Ward & Gore, through Wm. Scott & Son, brokers, a parcel of coffee, say 314 bags, partially damaged, to take it as it was, at 26 cents per pound, less 3 per cent. for cash, and less 5 cents per bag, allowed for lighterage from Brookyn, as customary. Said 314 bags of coffee were weighed by M. B. Arnold, a professional weigher, and weighed, as per his return, dated January 6, 1863, 47,874 pounds gross.

We paid Ward & Gore, as per bill dated January 6, 1863, for 314 bags..... 47,874 lbs. gross.
Less tare, 10 per cent..... 478

47,396 lbs. net w't,

At 26 cents per lb.....	$12,322	96	
Less 3 per cent. for cash.....	369	68	
			$11,953 28
Less 5 cents per bag for lighterage.....			15 70
Check given 9th January for.....			11,937 58

We also state that we overhauled this parcel of coffee, separating the damaged portion from the sound by "skimming" it, as it is termed, and there were 11 bags of "skimmings," balance being sound coffee. We have

disposed of the sound portion, and have remaining the 11 bags of skimmings, the value of which, as compared with the whole lot at the time of the purchase, is not more than 1 cent. per pound below the average of the whole.

STURGES, BENNET & CO.,
125 *Front Street.*

NEW YORK, *January* 20, 1863.

JANUARY 10, 1863.

SIR: You will please conform to the within instructions, and retain this letter.

ROB'T MURRAY,
United States Marshal.

SIMEON DRAPER, Esq.

EXHIBIT 12.

UNITED STATES MARSHAL'S OFFICE,
Southern District of New York, New York, January 9, 1863.

GENTLEMEN: At the sale of the tea forming a part of the cargo Ann did you announce that it was to be weighed after the sale, or to be taken as weighed at the appraisal? Whatever course you and Mr. Upton, the counsel for the captors, consent to will be sanctioned by me on receiving your written directions. There appears to be a large discrepancy between the two weighers' bills which needs explanation.

Yours, respectfully,

ROB'T MURRAY,
United States Marshal.

Messrs. OWEN & ELLIOTT,
Prize Commissioners.

The terms of the sale were, that the tea was to be weighed by Root & Connell *after the sale*, they being sworn and regular weighers.

HENRY H. ELLIOTT,
United States Prize Commissioner.

Such being the terms, as above certified to by Mr. Elliott, they should undoubtedly be complied with, and, of course, I consent to a closing of the sale pursuant thereto.

F. H. UPTON,
Counsel for the Captors.

EXHIBIT 20.

THE UNITED STATES
vs.
THE STEAMER ANN AND CARGO. } In prize.

William Root, being duly sworn, deposes and says: That he is a duly appointed weigher in the city of New York, and one of the firm of Root & Connell; that he has been employed by the prize commissioners for nearly or quite one year and a half to weigh and gauge prize goods; that as such

he was employed by them to weigh a lot of coffee and a lot of tea, bought by Messrs. Ward & Gore, part of the cargo of the prize steamer Ann; that after the sale of the property above named, he had a conversation relative thereto with the prize commissioner, Elliott, in which conversation Mr. Elliott stated that Ward & Gore claimed that they had made an unfortunate purchase, and that they could not get out of it without serious loss; that the tea and coffee were in very bad order, and they desired to obtain a liberal allowance in the weighing, in consequence of its bad order. Deponent says the said property was in very bad order, and he thought the claim of Ward & Gore was correct, and that such an allowance was proper; that the said Elliott consented and advised that the said tea and coffee should be weighed as liberally as the customs of the trade would admit; that the said Elliott did not in any way advise or desire that any improper allowance should be made; and deponent now says that no improper or unfair or unjust allowance was made. Deponent says that he has been a city weigher for the last fifteen years, and is familiar with the ordinary usage of weights, and that in no respect was the weighing in question a departure from ordinary usage, under the circumstances of the case, the goods being in very bad order; that the said Elliott has never claimed, nor received one dollar from deponent, or his firm of Root & Connell, or either of them, nor they of the said Elliott, for any purpose whatever.

WILLIAM ROOT.

Sworn to before me this 16th day of January, 1863.

HENRY H. RICE,
Notary Public, New York City.

Eugene T. Connell, being duly sworn, deposes and says: That he is a city weigher, in the city of New York, and one of the firm of Root & Connell; that he has heard the above affidavit of his partner, William Root, read; that deponent fully and entirely confirms every fact therein stated; that, in addition thereto, deponent says that prior to the weighing the tea above named in the said affidavit, deponent, in the presence of Mr. John Draper, asked Mr. Prize Commissioner Elliott about the weighing of the tea in question; that the said Elliott, in the presence of Mr. John Draper, made the same, or nearly the same, statement about weighing the said tea; that there was no privacy or secrecy in the case, and the transaction was open and above board, and without the suggestion or suspicion that any wrong was desired; and deponent fully agrees with Mr. Root that the entire transaction was just and right.

EUGENE T. CONNELL.

Sworn to before me this 16th day of January, 1863.

HENRY H. RICE,
Notary Public, New York City.

NEW YORK, *January* 20, 1863.

Sturges, Bennet & Co. state, that on the 6th of January, 1863, they purchased of Ward & Gore, through William Scott & Son, brokers, a parcel of coffee, say 314 bags, partially damaged, to take it as it was, at twenty-six cents per pound, less three per cent. for cash, and less five cents per bag allowed for lighterage from Brooklyn, as customary; said 314 bags coffee

were weighed by M. B. Arnold, a professional weigher, and weighed as per his return, dated January 6, 1863, 47,874 pounds gross. We paid Ward & Gore, as per bill dated January 6, 1863—

For 314 bags coffee	47, 874 lbs. gross.	
Less tare, one per cent	478	
	47, 396 lbs. net weight,	
At twenty-six cents		$12, 322 96
Less three per cent. for cash		369 68
		11, 953 28
Less five cents per bag for lighterage		15 70
Check given 9th of January for		11, 937 58

We also state that we overhauled this parcel of coffee, separating the damaged portion from the sound by skimming it, as it is termed, and there were eleven bags of skimmings, balance being sound coffee. We have disposed of the sound portion, and have remaining the eleven bags of skimmings, the value of which, as compared with the whole lot at the time of purchase, is not more than one cent per pound below the average of the whole.

STURGES, BENNET & CO.,
125 *Front Street.*

NEW YORK, *January* 20, 1863.

EXHIBIT 22.

Return of 314 *bags coffee, weighed by order of Messrs. Ward & Gore.*

NEW YORK, *January* 6, 1863.

lbs.	lbs.	lbs.	lbs.
8....1,354	8....1,140	8 ...1,240	11....1,740
8....1,192	8....1,208	8....1,320	10....1,312
8....1,220	8....1,280	8....1,316	10....1,472
8....1,308	8....1,264	8....1,292	10....1,320
8....1,208	8....1,284	8....1,300	10....1,300
8....1,312	8....1,180	8....1,288	10....1,380
8....1,208	8....1,224	8....1,300	9....1,200
8....1,256	8....1,288	8....1,252	4 ... 520
8....1,190	8....1,208	8....1,240	— ———
8....1,280	8....1,264	8....1,214	74...10,244
— ———	— ———	— ———	== ====
80...12,528	80...12,340	80...12,762	
== ====	== ====	== ====	

Total, 314 bags—47,874 lbs.

M. B. ARNOLD,
City Weigher, office 131 *Pearl street.*

EXHIBIT 23.

UNION STORES, BROOKLYN, *January* 6, 1863.

Messrs. Sturges, Bennet & Co. bought of Ward & Gore, Dr.—

314 bags coffee as it is.....	47,874 lbs.	
Less one per cent. tare	478 lbs.	
47,396 lbs., at 26 cents..		$12,322 96
Less for cash, three per cent.....		369 68
		11,953 28
Less 5 cents per bag lighterage.....		15 70
Cash.....		11,937 58

Paid 9th January.

NAVY DEPARTMENT, *February* 10, 1863.

SIR: I transmit herewith:

1. A letter from Mr. Simeon Draper, dated New York, January 15, 1863, with enclosures.

2. A letter from Mr. Francis H. Upton, dated New York, January 20, 1863, with an enclosure.

3. A letter from the same, dated January 21, 1863, with enclosures.

4. A letter from the deputy provost marshal general, at New York, dated February 2, 1863.

5. A letter from Mr. Simeon Draper, dated Washington, February 5, 1863.

These papers, relating to an alleged fraud in the sale of the cargo of the prize steamer Ann, at New York, are referred to you for investigation and such action as may be necessary.

I am, respectfully, your obedient servant,

GIDEON WELLES,
Secretary of the Navy.

EDWARD JORDAN, Esq.,
Solicitor of the Treasury.

United States district court.

THE UNITED STATES
vs.
THE STEAMER ANN and CARGO. } In prize.—17 226.

I, George F. Betts, clerk of the United States district court, do hereby certify that I have examined the record and files in the above-entitled cause, and find no evidence that notice was given to F. H. Upton, esq., naval counsel, of the application for the order entered on the 19th December, 1862, as to deduction on Ward & Gore's bid for part of the cargo of said vessel.

New York, January 20, 1863.

GEO. F. BETTS, *Clerk.*

EXHIBIT 47.

UNITED STATES MARSHAL'S OFFICE, SOUTHERN DISTRICT OF NEW YORK,
New York, November 22, 1862.

SIR: Direction has been given by the State Department of the government for the release to me of the cotton in your custody, the cargo of the schooner Troy. I am informed that the proceedings in prize against the property have so far advanced that you have in your hands a writ of sale under a decree of condemnation. Instructions from the department have been desired as to the payment of the costs and disbursements in the proceedings, whether I am to pay them, or whether the property is to be delivered to me unconditionally. Meanwhile I am willing and desirous that you should proceed to advertise and sell the cotton, as marshal, on notice and publication of two days, and I agree to pay out of the proceeds, in any event, the expense of the sale, and the balance of the proceeds to be paid to me without deduction if such are the instructions of the department; and if not. then the costs and disbursements to be deducted therefrom, and the bal ance to be paid to me.

J. D. KIRKPATRICK.

ROBERT MURRAY, Esq.,
Marshal of the United States for the Southern District of New York.

EXHIBIT 45.

United States district court.

Bill of United States district attorney for costs and compensation, pursuant to the third section of the act of Congress approved March 25, 1862.

THE UNITED STATES
vs.
THE SCHOONER TROY, TACKLE, ETC., AND CARGO.

Proceeds of cargo	$16,004 80
Agreed value of vessel	5,000 00
Sum total	21,004 80

PROCTOR'S COSTS.

Costs on final decree, entered November 5, 1862	$20 00
Two depositions taken and admitted as evidence in the cause on ———, at $2 50 each	5 00

COUNSEL FEES.

Counsel fee for examining case, for advising prize master as to custody of cargo, also as to deposition of witnesses, ship's papers, &c., and for examination of cause preparatory to institution of proceedings	25 00
Counsel fee on motion to open sealed evidence *in preparatorio*	20 00
Counsel fee for preparing motion for sale of cargo as perishable, preparing decree of sale, and attending on settlement of the same	30 00

Counsel fee for examination of testimony *in preparatorio*, making brief, and preparation for and trial of cause.....	$140 00
Services in preparing final decree of condemnation, examination of bills of marshal, prize commissioners, and other officers, and attending on taxation of same, and other investigations and services in protection of the interests of the United States and captors, as required by law.....	25 00
Counsel fee for preparing final decree of restitution and attending court on settlement and entry of same.....	55 00
	320 00

SOUTHERN DISTRICT OF NEW YORK, *ss:*

E. Delafield Smith, attorney of the United States for the southern district of New York, being duly sworn, says:

That as such district attorney, he has acted for, and as the proctor and counsel of, the United States, the libellant in this cause, and the captors herein.

That the final hearing of this cause was had on the 21st day of October, 1862, and that two depositions were taken and admitted as evidence in the said cause.

And this deponent, being the district attorney as aforesaid, acting for the United States, has, as such proctor and counsel as aforesaid, actually rendered the services enumerated in the foregoing bill; and that the sums respectively charged for such services are, in this deponent's best judgment and belief, a just and suitable compensation therefor, according to law.

Sworn before me this ——— day of ———, 1862.

In obedience to the third section of the act of Congress approved March 25, 1862, and in view of the evidence above furnished, and "upon due consideration of the facts and circumstances in this case, and of the services actually rendered therein," I adjust and determine that the sum of ——— is "a just and suitable compensation to the district attorney for his services in the above prize case and proceedings," at which sum I tax the same. August 1, 1862.

Received, New York, December 10, 1862, from S. D. Kirkpatrick, the sum of $320, being the amount of the taxed costs in the within cause.

E. DELAFIELD SMITH,
United States District Attorney.

Filed December 10, 1862.

——— ———.

EXHIBIT 43.

At a stated term of the district court of the United States for the southern district of New York, held in the city of New York this 10th day of December, A. D. 1862.

Present: Hon. Samuel R. Betts, judge.

THE UNITED STATES
vs.
THE SCHOONER TROY AND HER CARGO. } In prize.

The United States district attorney and the counsel for the captors in the above-entitled cause having this day filed their consent herein that the decree of condemnation heretofore rendered be rescinded, and that a decree of substitution be substituted therefor: Now, on motion of E. Delafield Smith, esq., United States district attorney, and of F. H. Upton, the counsel for the captors, it is ordered that the decree of condemnation of the schooner Troy and her cargo, which has been heretofore rendered herein, be, and the same is hereby, vacated and rescinded; and it is further ordered that the said captured property, vessel, and cargo, be restored to the possession of S. D. Kirkpatrick, the owner thereof, or his lawfully constituted agent or representatives, with all the rights and privileges aforesaid, as the same existed prior to the said capture, and that the costs and disbursements be paid pursuant to said consent.

SAMUEL R. BETTS.

Filed 10th December, 1862.

EXHIBIT 44.

District court of the United States.

THE UNITED STATES
vs.
THE SCHOONER TROY AND HER CARGO. } In prize.--December 10, 1862.

In the above-entitled cause it having been represented to the district attorney by the executive department of the government that it is the desire of the government, by reason of the developed loyalty of the owner of the captured property herein, and the service he has rendered to the Union cause since the capture, that the said captured property be restored to him, and the naval captors in interest having executed a release of all their interest in the said capture: Now, therefore, the undersigned, E. Delafield Smith, herein representing the libellants, and F. H. Upton herein representing the captures, do hereby consent that a decree be entered rescinding the decree of condemnation heretofore rendered, and ordering a restitution of the captured property to the owner, S. D. Kirkpatrick, on his paying the bills of costs and disbursements filed with the clerk.

E. DELAFIELD SMITH.
United States District Attorney.

Filed December 10, 1862.

EXHIBIT 41.

United States district court, southern district of New York.

THE UNITED STATES
vs.
THE SCHOONER TROY, TACKLE, AND CARGO. }

SIR: Please to take notice that, upon an affidavit of which the annexed is a copy, and upon the pleadings, papers, and proceedings in the above-en-

titled matter, I shall move before his honor Samuel R. Betts, judge of this honorable court, at his chambers, in the city of New York, on Friday, the second day of January, 1863, at 11 o'clock a. m., for a retaxation, or resettlement and adjustment of your bill of costs, commissions, or charges in the above matter.

Yours, &c.,

JNO. C. T. SMIDT,
Attorney for S. D. Kirkpatrick, Claimant, 11 *Wall street.*

E. D. SMITH, Esq.,
United States District Attorney.
F. H. UPTON, Esq.,
Counsel for Captors.
E. H. OWEN, and
H. H. ELLIOTT, Esq's,
United States Prize Commissioners.

——— ———.

EXHIBIT —.

United States district court, southern district of New York.

THE UNITED STATES
vs.
THE SCHOONER TROY, TACKLE, AND CARGO.

STATE OF NEW YORK,
City and County of New York, ss:

Henry C. Penniman, being duly sworn, deposes and says: That he is the attorney in fact of S. D. Kirkpatrick, the person named in the decree entered in the above-entitled matter on the 10th day of December instant; that he is informed and believes that said decree was entered by direction of the State Department at Washington, and that said direction did not require of the said Kirkpatrick the payment of any costs whatever. That this deponent was present with said Kirkpatrick at the office of the United States marshal for this district on or about the 25th day of November last, and heard him demand of said marshal the cotton captured and taken from the above-named schooner; that said marshal refused to deliver said cotton unless certain charges against it were provided for by the United States government; that said marshal, at a subsequent interview, stated that he would surrender said cotton, provided said Kirkpatrick deposited with him the sum of fifteen hundred dollars, ($1,500,) as indemnity against costs and charges; that thereupon said Kirkpatrick did deposit with said marshal the sum above named, and received from him the cotton claimed by him.

And this deponent further saith: That subsequently, and on or about the 10th day of December instant, this deponent called at the said marshal's office to get an account of the costs and charges in the above matter, and was there referred to the counsel for the captors in the above matter; that this deponent thereupon called upon said counsel, and received a statement from him showing that said costs and charges amounted to the sum of twelve hundred and ninety-four dollars and fifty-two cents, ($1,294 52,) and leaving a balance due said claimant of two hundred and five dollars and forty-eight cents, ($205 48,) which this deponent received, but then and there declared said charges extravagant, unsatisfactory, and unreasonable,

and that he should not abide by the statement made, or accept the moneys as a settlement of said Kirkpatrick's claim.

And this deponent further saith: That he is informed and believes that the costs, allowances, and charges of the United States district attorney, of the counsel to the captors, and of the prize commissioners herein, were subsequently, and without notice to this deponent, or to any representative of said Kirkpatrick, fixed by consent of said persons, given the one to the other, at the above-stated extravagant sum of twelve hundred and ninety-four dollars and fifty-two cents, ($1,294 52.)

That this deponent obtained from the counsel of the captors in the above-entitled proceedings the register and bill of sale of said schooner. By the former of which it appears that she was a schooner of only $23\frac{6}{95}$ tons burden, and by the latter that she is only of the value of nine hundred dollars.

H. C. PENNIMAN.

Sworn before me this 30th day of December, 1862.

[L. S.]

JOHN W. PIRSSON,
Notary Public.

DECEMBER 30, 1862.

Service of a copy within. Affidavit and notice is hereby submitted.

E. DELAFIELD SMITH,
U. S. District Attorney.
F. H. UPTON,
Counsel for Captors.
H. H. ELLIOTT,
For Prize Commissioners.

Filed January 2, 1863.

EXHIBIT 42.

NAVY DEPARTMENT, *November* 15, 1862.

SIR: I return herewith the assignment of the officers and crew of the United States steamer Kensington, conveying to John D. Kirkpatrick all their right, title, and claim to the prize money due them from the proceeds of the prize schooner Troy and cargo, and beg leave to state that, as the schooner and cargo have been delivered to the prize authorities at New York for adjudication, this department has no control over their disposition.

I enclose a copy of the report of her captain received by the department from the commander of the Kensington.

Very respectfully,

GIDEON WELLES,
Secretary of the Navy.

Hon. WILLIAM H. SEWARD,
Secretary of State.

—

U. S. STEAMER KENSINGTON,
Pilot Town, Mississippi River, August 30, 1862.

SIR: I have the honor to report that, at 8 o'clock on the morning of the 13th instant, near Sabine Pass, I captured the schooner Troy, of twenty-three tons, in the act of running the blockade with a cargo of sixty-five bales of cotton. The schooner was seen from this vessel to leave the chan-

nel and steer out to sea. There was no flag on board, but the papers found—viz., bill of sale, register, manifest, and clearance, all signed by rebel officers at Sabine Pass—appear to establish conclusively the illegal character of the vessel and voyage. The schooner, appearing too small to trust a prize crew upon, was taken in tow by this vessel, and brought to this place, where, by order of Captain Henry Morris, senior officer, the cotton has been transhipped, together with the papers and witnesses, to ——— for adjudication.

I am, very respectfully, your obedient servant,

FREDERICK CROCKER,
Acting Master, Commanding.

Hon. GIDEON WELLES,
Secretary of the Navy.

—

U. S. STEAMER KENSINGTON,
Pensacola, October 28, 1862.

This is to certify that John D. Kirkpatrick, owner of the schooner Troy and cargo, which vessel was taken by the United States steamer Kensington, off Sabine Pass, August 13, 1862, was permitted, by Rear-Admiral D. G. Farragut, to proceed, on board the United States steamer Kensington, as a pilot, on an expedition to Sabine Pass, whereby he was prevented from following his cotton to New York in the United States steamer Connecticut.

Very respectfully,

FREDERICK CROCKER, *Acting Master,*
Commanding U. S. Steamer Kensington.

The above certificate is correct.

D. G. FARRAGUT, *Rear-Admiral,*
Commanding W. G. Squadron.

—

We, the undersigned, commander, officers, and crew of the United States steamer Kensington, having become satisfied that John D. Kirkpatrick, owner of the schooner Troy and her cargo, which were taken by the United States steamer Kensington, running the blockade from Sabine Pass, on the coast of Texas, on the 13th of August, 1862, is a good Union man; and the said J. D. Kirkpatrick having given most valuable information, leading to the capture of Sabine Pass and the fortifications there, and to the capture of many of the enemy's vessels, by which we have obtained large sums of prize money, none of which would have been taken but for the said information, wishing to repay him for his services, do, in consideration of the said services, and the sum of five cents each, the receipt of which is hereby acknowledged, assign and convey to him and his heirs all our right, title, and claim to our respective shares of prize money which may be or is awarded us from the condemnation and sale of the said schooner Troy and her cargo of cotton; and the said John D. Kirkpatrick, his receipt, shall be held by us as sufficient voucher to whoever may hold the said prize money for distribution.

Frederick Crocker, acting master, commanding; George Taylor, acting master; Cornelius M. Tinker, acting master; N. W. Hammond, acting master; Alex. Auchinbeck, 1st assistant engineer; John E. Cobb, acting assistant surgeon; John F. Tarbell, acting assistant paymaster; Jas. C. Mockabee, acting 3d assistant engineer; Robert Finney, acting master's mate; —— Leach, acting master's mate; Ed. E. Brad-

bury, acting master's mate; Millard McAllister, Frank Watson, quartermaster; Patrick Sweney, quartermaster; William Kirwin, master armorer; Wm. B. Bumpus, captain of hold; C. S. Johnson, Charles Jones, Henry Williams, sr., —— Dorson, C. B. Jones, P. A. Riley, 1st class fireman; James Hughes, 2d class fireman; John Devlin, orderly sergeant; John Farrell, captain of hold; George Norton, 1st class fireman; Robert Rutton, 2d class fireman; Richard Murray, orderly sergeant; Alexander Spaulding, orderly sergeant, Michael Castillo, orderly sergeant; John McDonough, captain of hold; Patrick Sullivan, orderly sergeant; Wm. Ward, landsman; Michael Devy, captain of hold; John Dougherty, captain of hold; James Williams, 2d class fireman; George Curley, landsman; Timothy Canady, captain of hold; Daniel Burke, seaman; Edward Law, Benjamin Mellen, Barnard Tobin, Nicholas Dillon, Cosmors Benness, Charles Snow, Charles Chapman, James Smith, Samuel J. Dickerty, James H. Burns, John C. Conway, John Ward, John Dowd, Wm. J. White, George W. Kirk, Chas. B. Jones, Wm. H. Noble, Lemuel M. Poole, John McCann, Martin Murray, L. H. Russ, John Shields.

Signed before me this 11th day of October, 1862, at Sabine Pass.

QUINCY A. HOOPER, *Acting Master,*
Commanding U. S. Schooner R. Seaman.

EXHIBIT 34.

NEW YORK, *November* 10, 1862.

Robert Murray, esq., United States marshal, to Edward M. Morris, Dr.

To superintending the discharging of the prize schooner Troy, commencing October 29, ending October 30, two days' work, at $3 per day $6 00

Received payment.

UNION STORES, BROOKLYN, *November* 28, 1862.

Mr. Robert Murray to Ward & Gore, Dr., for storage, &c., of cotton, by steamer Kensington, ex schooner Troy, received September 30, 1862, and delivered as follows:

1862.		
Nov. 28.	60 bales cotton, 2 months' storage, 75 cents; labor, 75..	$135 00
	4 half bales cotton, 2 months' storage, 37½ cts.; labor, 37½.	4 52
	2 bags, 2 months' storage, 37½ cents; labor, 37½.....	2 26
	Lot loose, 2 months' storage	25 00
	Lighterage from steamer Kensington	37 50
	Cartage to store.....	7 00
		211 28

United States district court for the southern district of New York.

THE UNITED STATES
vs.
THE SCHOONER TROY, HER TACKLE AND CARGO, (as to cargo.)

E. D. Smith, United States attorney.

Value of cotton on Troy $15,862 40

	Disbursements.	Marshal's costs.
Service of attachment		$2 00
Advertising	$10 00	
Proclamations		30
Marshal's expense of custody		
Commission on $50, at 1 per cent		5 00
Commission on $15,362 40, at ½ per cent		76 81
Serving *venditioni exponas*		
Advertising sale		
Printer, for advertising		
Commissions on sale, viz: on $——, at 2½ per cent		
Commissions on sale, viz: on $——, at 1¼ per cent		
Storage, &c., (Ward & Gore)	211 28	
Insurance	158 62	
Commission on $385 90, disbursement		7 71
Order to discharge, and copy 2 folios		20
Discharging, &c., (E. D. Morris)	6 00	
	385 90	
Amount of disbursements		385 90
Draft and copy of costs, 4 folios, at 10 cents		40
Copy of costs, to file, 2 folios, at 10 cents		20
Taxed at		478 52
Insurance		100 00
		378 52
		111 28
		267 24

Received payment, December 10, 1862.

R. MURRAY,
United States Marshal,
Per W. H. T.

Assented to.

JOHN C. T. SMIDT,
Attorney for Claimant.

Filed December 10, 1862.

EXHIBIT 29.

THE UNITED STATES
vs.
THE SCHOONER TROY AND HER CARGO.

The above-entitled cause to the prize commissioner, Dr.

To service in taking and filing affidavits, papers, and testimony herein, and superintendence of the prize property brought in for adjudication $150 00

New York, December 10, 1862. Received payment.

HENRY H. ELLIOTT,
United States Prize Commissioner.

THE UNITED STATES
vs.
THE SCHOONER TROY AND HER CARGO.

Received from F. H. Upton the sum of two hundred and five dollars and forty-eight cents, the same being the balance of the funds deposited with the marshal as security for the costs herein, after payment of the said costs.

JOHN D. KIRKPATRICK,
Per H. C. PENNIMAN, *Attorney.*

NEW YORK, *December* 10, 1862.

United States district court, southern district of New York.

THE UNITED STATES,
vs.
THE SCHOONER TROY, HER TACKLE, CARGO, &C.

STATE OF NEW YORK,
City and County of New York, ss:

Edward Kemeys and James H. Pinkney, being duly sworn, say that they are, and for some time have been, officers in insurance companies in the city of New York, and are familiar with such business; that the highest rate of insurance upon cotton of the value of sixteen thousand dollars, ($16,000,) stored in a warehouse for two months, is the sum of thirty-six dollars, ($36,) and at that rate for any fractional part of a year.

EDWARD KEMEYS.
J. H. PINKNEY.

Sworn this 2d day of January, A. D. 1863, before me.

JOHN W. PIRSSON,
Notary Public.

District court of the United States for the southern district of New York

THE UNITED STATES
vs.
THE SCHOONER TROY, HER TACKLE, CARGO, &C. } In prize.—Clerk's costs.

1862.

Oct. 1.	Filing libel, 10; entering order for process and copy, 25...	$0	35
	Issuing process, $1; seal, 20.....	1	20
	Draft report to the Solicitor of the Treasury, fol. 1 and copy, and entering, 40; filing, 10.....		50
	Filing intervention of naval captors.....		10
	Draft and two copies of certificate of substance of libel from files on publication by the United States marshal, fol. 10, at 35.....	3	50
	Filing 15 papers, &c., returned by prize commissioners, at 10	1	50
	Order to return monition and copy, 25; filing monition and return, 20; entering return, 15.....		60
	Order for proclamations and copy, 25; order for decree on account and copy, 25.....		50
	Filing —— prize commissioners, reports with —— papers attached, at 10.....		
	Order for condemnation, 15; sale, 15; copies, at 10.....		50
	Drawing decree, condemnation, and entering fol. 4, at 15; copy, at 10; filing, at 10.....	1	10
	Four certified copies, at 65.....	2	60
	Order for *venditioni exponas*, 15; copy, 10.....		25
	Order to open sealed papers.....		15
	Issuing *venditioni exponas*, $1; seal, 20.....	1	20
	Drawing final record with pleadings, &c., fol. 30, at 15....	4	50
	Drawing copy of final record with pleadings, fol. 30, at 10; filing, 10.....	3	10
	Order to return *venditioni exponas*, 15; copy, 10.....		25
	Filing *venditioni exponas*, 10; filing return, 10; entering return, 15		35
	Drawing and copy report to Solicitor, fol.—, at 25; filing, 10.		
	Drawing abstract, 15, per fol. —; copy, at 10; filing, 10..		
	Order for distribution and copy, 25.....		
	Filing prize commissioners' costs.....		10
	Filing district attorney's cost.....		10
	Filing proctor for naval captors' costs, 10; drawing certificate and copy, 25.....		35
	Taxing marshal's cost, $1; filing, 10; filing 3 vouchers, at 10..	1	30
	Copy costs from files, fol. 3, at 10.....		30
	Filing clerk's costs.....		10
	Drawing and copy report to Solicitor of suit decided, fol. 1, 25; entering, 15; filing, 10....		50
	Making docket and indexes, —; issue joined, —; testimony given.....	1	00
	Certified copies from the files of abstracts from the Secretary of the Navy, fol. 5, at 10.....		
	Drawing and entering final decree of restitution, fol. 5, at 15; copy to file, at 10; filing, 10.....	1	35

Copy to file.....	50
One certified copy for the captors.....	65
Stamp.....	10
	$26 00

EXHIBIT 4.

NOVEMBER 25, 1862.

SIR: The district attorney, prize commissioners, and counsel for captors having assented to the coffee on the Stettin being delivered to purchaser at appraised value, you will please deliver same at that price, 20½ cents, and deduct two per cent. tax, as stated in the terms of sale.

ROB'T MURRAY,
United States Marshal.
Per J. THOMPSON, *Deputy.*

To SIMEON DRAPER, esq.

We enclose certificate and return of weigh-master, upon which you can calculate the amount. Please give an order on the receipt of the purchase-money on Ward & Gore, Union stores, to deliver the coffee.

(Signed) R. MURRAY.
J. THOMPSON, *Deputy.*

United States district court.

UNITED STATES
vs.
THE STEAMER ANN AND HER CARGO, taken as prize.

To the honorable Samuel R. Betts, judge of the district court within and for the southern district of New York:

The undersigned, one of the prize commissioners of the said district, would respectfully report:

That in pursuance of an order made herein, on the 16th of December, 1862, upon the petition of Ward & Gore, and which petition and order are hereto annexed, he has inquired into the matters stated in the said petition upon which relief is asked, and has taken the depositions of Ward & Gore and other persons in writing, which are hereto annexed, touching the matter in question, and from such depositions he is of the opinion that an order should be made granting, in substance and effect, the relief prayed for in and by the petition; that, in his opinion, it is for the interest of the government, and that the ends of justice demand, that the judicial sales of prize property should be so made and carried out as to work no injustice to the purchasers who attend upon the same, and bid for and purchase such property in good faith, and in the exercise of reasonable care and diligence to protect themselves; that in cases like the present, when the condition of the article sold is not actually known, and where there is no notice or warning that the purchasers must take the risk of the condition of the property, if, after the sale, upon examination of the property, it should appear that the property

is greatly damaged, more than could have been reasonably expected by the parties, equity and justice alike require that the purchaser should be relieved by the allowance of such a discount from his bid as will satisfy the difference between the article as it is, and as it was reasonably supposed to be; that according to the said depositions the coffee, in the present instance, is not worth as much by ten cents per pound as was bid therefor, and the tea is not worth as much by ten and one-half cents a pound.

The undersigned would, therefore, respectfully suggest that an order be made upon the petition and affidavits that there be deducted from the price bid for said coffee ten cents per pound, and from the price bid for the tea ten and one-half cents per pound.

All which is respectfully submitted.

EDWARD H. OWEN,
United States Prize Commissioner.

NEW YORK, *December* 17, 1862.

United States district court.

THE UNITED STATES
vs.
THE STEAMER ANN AND CARGO, taken as prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Robert M. Ward, one of the petitioners in the annexed petition named, being duly sworn, deposes and says: That he is a member of the firm of Ward & Gore, keepers of the Union stores, Brooklyn; that deponent and his partner were present at the sale of the cargo of the above-named vessel by the marshal of this district, and which took place at the Union stores aforesaid on the 29th of November last; that at such sale there was 310 bags of Rio coffee, and 293 chests of tea, bid off by deponent's firm at thirty cents per pound for the coffee, and forty-four and a half cents per pound for the tea; that there were catalogues printed and circulated among the bidders at such sale, upon which the coffee was represented as follows: "310 bags Rio coffee, a portion slightly damaged," and the tea thus: "293 chests Congou tea;" that there was no notice or representation given by the marshal, or by any one in his behalf, that any portion of the coffee or tea was damaged beyond what appeared by the entry upon the said catalogue, nor was there any notice given that purchasers should take the risk as to the condition of the property purchased, and should not be allowed anything for reclamation or anything to that effect to the knowledge or belief of this deponent; that saying that the tea was entered upon the said catalogue, without any notice or information that it was damaged, deponent supposed and believed that it was sound and in good condition, and accordingly his partner, with his approbation, bid upon the same as high as forty-five and one-half cents a pound, at which price it was struck off to deponent's firm as the highest bidder, and that being the highest sum bid for the same; that when the coffee was offered, seeing that it was entered upon the catalogue as "slightly damaged," relying upon such representations, and knowing nothing to the contrary, his said partner purchased in like manner the aforesaid 310 bags of Rio coffee at the price of thirty cents a pound; that although the said coffee and tea had been for some time stored in deponent's store, yet neither he nor his partner had any knowledge or information as to the condition of the same at the time it was sold beyond what appeared by the catalogue; that the exterior of the boxes of tea gave no evidence that

the article within was damaged, and the bags of coffee, with some few exceptions, gave no evidence of the damage; that deponent's firm purchased the coffee and tea in good faith, and expecting to receive the same, and pay the prices bid therefor; but after the sale, and when they came to examine the said coffee and tea, they found that both were badly damaged; that instead of the coffee being slightly damaged, it was badly damaged, and that if deponent had known or supposed that the said coffee and tea were so damaged, they would not have purchased the same, or if they had bid therefor it would have been at a much less price than what they, in fact, did bid; that the price bid for the tea was the market price for a sound article, and the price bid for the coffee was, as they believe, as high as coffee of the same kind, if sound, was selling in market; that by reason of the premises, the deponent's firm have sustained or will sustain a loss, if compelled to pay the prices bid; that, in their opinion, they should be allowed a deduction from the price bid for the damages aforesaid, and that they should not be charged more than twenty cents a pound for the coffee, nor more than thirty-five cents a pound for the tea; that these prices are as much as the said coffee and tea are reasonably worth, and, as he believes, more than the same would bring if now offered for sale, although the market has not fallen since the sale to any material extent, if at all.

ROBERT M. WARD.

Sworn before me this 17th of December, 1862.

JOSEPH H. GRAY,
Notary Public.

[L. S.]

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Walter S. Gore, being duly sworn, deposes and says: That he is one of the members of the firm of Ward & Gore, in the annexed petition named; that he has read the affidavit of Robert M. Ward, which is hereto annexed, and is acquainted with the facts and circumstances therein stated, and that the same are true, and are therein correctly set forth. He further says that the coffee and tea, so purchased, was not sound, but was damaged, and, in his opinion, the damages are not less than the amounts in the annexed affidavit and petition stated, and that the allowance claimed therefor is just and reasonable. He further says that the tea and coffee referred to in the affidavits of Davenport & Malignon, hereto annexed, was the same which had been purchased, as stated in the affidavit of Mr. Ward.

WALTER S. GORE.

Sworn to before me this 17th of December, 1862.

JOSEPH H. GRAY,
Notary Public.

[L. S.]

United States district court.

THE UNITED STATES
vs.
THE STEAMER ANN AND CARGO, taken as prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Francis D. Malignon, of said district, being duly sworn, says: That he has had experience in buying and selling, and in mercantile dealings in coffee as an article of merchandise, and has become and is acquainted with Rio

coffee, and the nature and market value thereof; that he has lately seen and examined at the Union stores, in Brooklyn, kept by Ward & Gore, a quantity of Rio coffee, consisting of about 310 bags, and which he was informed came from the steamer Ann, and had been sold at public sale by the United States marshal of this district; that upon such examination he found that it was all greatly damaged, insomuch that if it had been offered in market before the present high prices it would not have brought but a very inferior price; that it appeared to have been wet and dried; that many of the kernels had become and were actually black from some cause, probably from the action of the water in the hold of the vessel; and that the whole is damaged, and of a very inferior quality, and not worth, even at the present high prices, thirty cents a pound; and he verily believes that twenty cents a pound is all that it is worth, and as much as it will bring on sale even at the present high prices. That the damages aforesaid were extensive and serious, and the coffee was more than slightly damaged.

FR. D. MALIGNON.

Sworn before me this 19th December, 1862.

[L. S.]

RUDOLPH GARRIQUE,
Notary Public.

United States district court.

UNITED STATES
vs.
THE STEAMER ANN AND CARGO, taken in prize.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

John Davenport, of said district, being duly sworn, deposes and says: That he is well acquainted with the article of Congou tea as an article of merchandise, and has had experience in mercantile dealings therein, and knows the value thereof, and of the effect of damage thereto; that he has lately seen and examined about three hundred chests of such tea, which he found stored at the time in the Union stores, Brooklyn, and which he was informed was part of the cargo of the steamer Ann above named, and had been then lately sold at public auction by or under the direction of the marshal of the district; that he examined the same and found it badly damaged; that it was musty and unmerchantable, and before the present high prices it would have realized but very little upon sale in market; that the said tea was not and is not worth in market forty-five cents a pound, and he verily believes that if properly exhibited to purchasers it could not be sold, even at the present high prices, for more than thirty-five cents a pound.

JOHN DAVENPORT.

Sworn before me this 18th December, 1862.

WM. L. TAYLOR,
Notary Public, New York.

United States district court.

UNITED STATES
vs.
STEAMER ANN, HER CARGO, &c. } In prize.

The petition of Robert M. Ward and Walter S. Gore to the honorable the judge of the district court of the United States for the southern district of New York, respectfully showeth:

That on the 29th day of November, 1862, your petitioners attended the sale of the cargo of the above-named vessel, which was sold by the marshal pursuant to a writ of *venditioni exponas* issued by the order of this honorable court under a decree of condemnation of the captured property herein; that at the sale your petitioners became the highest bidders for about three hundred and ten bags of coffee and two hundred and ninety-three chests of tea, and the same were struck off to them as the purchasers thereof; that their bid was for said coffee thirty cents per pound, and for said tea forty-four and a half cents per pound; that your petitioners were induced to become the purchasers of said coffee and tea at said prices for the following reasons:

1. There were catalogues of the said cargo printed and distributed among the attendants at said sale for their use, and although many of the articles described therein were represented upon said catalogue to be damaged, no such representation was made either as to said coffee or tea, except that the coffee was marked slightly damaged, and therefore your petitioners were led to believe, and had a right therefrom to presume, that the same was not in a damaged condition to any considerable extent.

2. That the samples exhibited were not a correct representation of said property, and your petitioners represent the truth to be, as they have ascertained from recent inspection and careful examination, that said coffee and tea are very greatly damaged; that said coffee has apparently been at one time wet with water, and in the drying a large portion of the kernels have become blackened and worthless; that said teas are musty, and filled with dust or some foreign substance.

Your petitioners now respectfully ask of this honorable court that the foregoing facts may be inquired into, under an order of reference herein, and that the facts be reported thereon to the court; and if the representations of your petitioners herein set forth be found to be substantially true and correct, that your petitioners be allowed a deduction from the amount of the aforesaid purchases of coffee and tea, respectively, of such sum as shall appear, in view of the facts, to be just and reasonable.

R. M. WARD.
WALTER S. GORE.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

On this sixteenth day of December, A. D. 1862, before me personally came and appeared Robert M. Ward and Walter S. Gore, who, being by me duly sworn, did depose and say that they have read the foregoing petition by them subscribed, and know the contents thereof, and that the same was true of their own knowledge, except as to the matters therein stated on information and belief, and as to those matters they believe it to be true.

R. M. WARD.
WALTER S. GORE.
W. P. OSBORNE,
Proctor for Petitioners.
WM. K. BERKLING,
Notary Public.

On the foregoing petition, and on motion of William J. Osborne, proctor for petitioners herein, it is ordered that the subject-matter thereof be referred to the prize commissioners, or either of them, to take evidence in relation thereto, and report the same to the court, with such advice therein as the facts may seem to require, and whether any, and if any, what, relief

should be afforded to the petitioners in the premises, the said petitioners defraying the expenses of said reference.

Dated New York, December 16, 1862.

SAM. R. BETTS.

Endorsed: 17,226. In prize. United States district court. United States *vs.* The steamer Ann, her cargo, &c. Petition and order of reference.

W. J. OSBORNE,
Proctor for Petitioners.

Filed December 16, 1862.

Weigher's return wanted of 880 bags Rio coffee, of Ward & Gore, November 20.

GEO. NEWELL.
WARD & GORE.
ARNOLD.

New York, November 21, 1862; *return of* 880 *bags of coffee, weighed by order of Mr. George Newell.*

	Lbs.		*Lbs.*		*Lbs.*		*Lbs.*		*Lbs.*		*Lbs.*		*Lbs.*		*Lbs.*		*Lbs.*
10	1,540	10	1,628	10	1,592	10	1,600	10	1,564	10	1,544	10	1,544	10	1,580	10	1,572
10	1,600	10	1,604	10	1,600	10	1,608	10	1,600	10	1,612	10	1,548	10	1,520	10	1,480
10	1,592	10	1,620	10	1,592	10	1,572	10	1,584	10	1,624	10	1,596	10	1,520	10	1,548
10	1,620	10	1,620	10	1,596	10	1,556	10	1,620	10	1,628	10	1,604	10	1,552	10	1,540
10	1,608	10	1,588	10	1,596	10	1,620	10	1,560	10	1,640	10	1,580	10	1,576	10	1,572
10	1,600	10	1,564	10	1,560	10	1,552	10	1,608	10	1,560	10	1,580	10	1,564	10	1,500
10	1,644	10	1,580	10	1,592	10	1,536	10	1,624	10	1,620	10	1,616	10	1,560	10	1,520
10	1,624	10	1,584	10	1,600	10	1,596	10	1,632	10	1,592	10	1,560	10	1,500	10	1,560
10	1,612	10	1,592	10	1,548	10	1,548	10	1,600	10	1,548	10	1,520	10	1,592		
10	1,608	10	1,600	10	1,544	10	1,564	10	1,620	10	1,576	10	1,540	10	1,536		12,292
	16,048		15,980		15,820		15,752		16,012		15,944		15,688		15,500		

Total, 880 bags—139,036 pounds.

M. B. ARNOLD,
City Weigher, Office 131 *Pearl Street.*

EXHIBIT 35.

Copies of the memorandum of purchase, bill, and receipts in settlement of 880 *bags Rio coffee.*

[Purchase, November 20, 1862.]

880 bags Rio coffee, in Brooklyn, to be delivered in New York, at 29 cents per pound, less 3 per cent. for cash.

Bought direct of Ward & Gore.

Bill rendered as below, by Geo. Newell.

—

[Bill, November 20, 1862.]

NEW YORK, *November* 20, 1862.

Messrs. Sturges, Bennet & Co.

Bought of Geo. Newell,

880 bags Rio coffee, gross weight,	139,036		
Less 1 per cent. tare	1,390		
137,646, at 29 c.		$39,917	34
Less 3 per cent....		1,197	51
		38,719	83

Less 2 per cent. additional tare on 31 bags; average weight 160 each, 4,960—2 per cent. is 99, at 29 cts.	$28 71	
Less 3 per cent	86	
		$27 85
Cash		38,691 98

—

[Receipt, November 25, 1862, on account.]

Received, New York, November 25, 1862, from Messrs. Sturges, Bennet & Co., thirty-five thousand dollars, on account of purchase of coffee.

$35,000. GEO. NEWELL,
Per R. M. WARD.

—

[Receipt, November 26, 1862, for balance in full.]

Received, New York, November 26, 1862, from Sturges, Bennet & Co., thirty-six hundred and ninety-one and $\frac{98}{100}$ dollars, being in full for bill of coffee.

$3,691 98. GEO. NEWELL,
Per R. M. WARD.

EXHIBIT 10.

Return of 880 *bags of coffee, weighed by order of United States marshal.*

NEW YORK, *November* 13, 1862.

Damaged. Lbs.	D. M. 5 Lbs.	S. & C. Lbs.	Lbs.
10....1,412	10....1,440	10....1,460	10....1,444
10....1,428	6.... 900	10....1,412	10....1,500
10....1,460	— —	10....1,464	10....1,488
10....1,476	16... 2,340	10....1,484	10....1,488
10....1,400	= =	10....1,480	10....1,532
10....1,444		10....1,484	10....1,484
10....1,384		10....1,448	10....1,484
10....1,404		10....1,488	10....1,500
10....1,340		10....1,468	10....1,456
10....1,480		10....1,480	10....1,484
10....1,428		10....1,468	8....1,276
10....1,480			
10....1,412		110 16,136	108 16,136
10....1,420			
16....2,424			
156 22,392			

H.	Lbs.		T.	Lbs.		Lbs.		Lbs.
10	1,512	10	1,460	10	1,492	10	1,532	10 .. 1,488
10	1,468	10	1,500	10	1,520	10	1,504	10 .. 1,488
10	1,532	10	1,484	10	1,440	10	1,520	10 .. 1,504
10	1,452	10	1,460	10	1,484	10	1,540	10 .. 1,532
10	1,524	10	1,500	10	1,520	10	1,448	11 .. 1,653
10	1,504	10	1,492	10	1,460	10	1,488	
10	1,500	10	1,484	10	1,520	10	1,540	51 7,668
10	1,488	10	1,496	10	1,468	10	1,500	
10	1,484	10	1,460	10	1,496	10	1,500	
10	1,548	10	1,448	10	1,480	10	1,508	
10	1,480	10	1,472					
10	1,480	9	1,400	100	14,880	100	15,080	
120	17,972	119	17,656					

TOTAL.

			Lbs.
Damaged,	156	bags	22,392
D. M. 5,	16	bags	2,340
S. and C,	218	bags	32,272
H.,	239	bags	35,628
T.,	251	bags	37,628
	880		130,260

M. B. ARNOLD,
City Weigher, Office 131 *Pearl Street.*

NEW YORK, *January* 20, 1863.

SIR: Your letter, dated the 15th instant and postmarked the 16th, was not received by me until this morning—a delay for which I am unable to account—but I hasten to reply to the same with the utmost promptness.

From the commencement, and uniformly, I have opposed to the utmost every application made by purchasers at prize sales for allowances, by way of reduction of the price bid, or otherwise, for any cause whatever. Orders to that end, whenever obtained, have been in *spite* of my opposition and against my protests.

On the 16th of December, 1862, I received from Mr. Smith, the district attorney, then in Washington, a telegram, desiring me to join him there immediately. I left New York the same evening, (viz: the 16th,) and was absent therefrom until the 23d of December. The order in the case of the steamer Ann was procured on the 19th of December. The recital contained in it, to the effect that I had notice of the application for a reduction of price, *is not true.* I had *no notice of the proceeding.* Some time before I had been informed that such an application would be made, and had declared my determination to oppose it. But I had no notice of any single step taken in the matter. No papers were served upon me, nor did I know anything of the order until after my return from Washington, when I learned that it had been granted and carried into effect. It was all done during my absence, and therefore it is impossible that I should be implicated in the granting of the order. Herewith I transmit a certificate of the clerk of the court, verifying

my statement, from an examination of the record, upon the point of notice to myself. I have directed to have prepared a copy of the report of Mr. Owen, the prize commissioner, with the affidavits and testimony annexed, upon which the order of the 19th of December was granted, and will transmit the same to you to-morrow, that you may have before you the basis of the order, and be able to form some idea of the equities of the application. I have promptly, fully, and, I trust, satisfactorily replied to the subject-matter of your letter, and am glad to have had an opportunity to do so.

Now and at all times I court investigation of any question involving the performance of my duties, knowing well that in this regard my record is clear. Indeed, it is a rigorous persistance in what I have considered my duty under the law in relation to the auctioneer's commission in prize causes which has induced the charge, to which this is a reply.

I am, very respectfully, your obedient servant,

FRANCIS H. UPTON.

Hon. GIDEON WELLES,
Secretary of the Navy.

NEW YORK, *January* 21, 1863.

SIR: I enclose a copy of Prize Commissioner Owen's report, with the testimony annexed thereto, upon which the order of court of the 19th of December last was procured in the case of the steamer Ann.

These facts, it must be conceded, as sworn to, establish a strong and almost irresistible case in favor of the application, but, being absent, and having had no notice of the reference to the prize commissioner, so that I might demand a hearing on my return and an adjournment till then, the witnesses were not subjected to that test of truth—a cross-examination.

But my opposition to such motions has been upon principle, altogether independent of facts. I have contended, and yet contend, that the doctrine of "caveat emptor" is peculiarly applicable to prize sales. That the government guarantees "nothing whatever," and that the purchaser takes everything at his own hazard. You will perceive how the prize commissioner argues and concludes against this doctrine. I feel confident, however, that it is the just, legal and salutary doctrine which once departed from, opens the door to abuses innumerable. It was first departed from at the instance, the earnest solicitation, and upon the sworn statements of Mr. Simeon Draper, the auctioneer, in a case in which, a purchaser of cotton from Boston demanded and obtained a refunding from Mr. Draper of the sum of "four thousand dollars" on his purchase, in spite of my opposition. But aided by the district attorney, (whom I have no reason to believe did not act entirely conscientiously in the matter,) and upon the testimony got up by Mr. Draper, four thousand dollars were ordered to be refunded in this case, when Mr. Draper must have known—1st. That the bidder next lower than the purchaser offered an amount within $100 of the bid of the purchaser; and 2d. When, at the time of the order, conceding the truth of all the facts sworn to, the cotton was worth more in the market than the amount of the purchaser's bid. This was the "first case." It was got up by Mr. Draper, and it opened the door to numerous applications since of a like character.

Mr. Elliott and myself, some days since, received from Mr. Simeon Draper a message, thus: "If Mr. Elliott and Mr. Upton will let me alone, I will let them alone." I suppose, so far as I am concerned, the only construction of this is: "Mr. Upton, violate your official duty, assent to or wink at my commission of 2½ per cent., by which, at the year's end, I may have quietly robbed the government and the captors of $100,000, and I'm your friend;

otherwise, I'm your enemy." Mr. Draper has made a mistake. He did not know me. I have not stirred in the dirty waters of party pot-house politics, and, consequently, until this question of the auctioneers' commission arose, I had never had the least acquaintance with Mr. Simeon Draper. Had he known me, he would not have dreamed of the consummate impudence of sending to me such a message.

I am, very respectfully, your obedient servant,

FRANCIS H. UPTON.

Hon. GIDEON WELLES,
Secretary of the Navy, Washington, D. C.

Mr. Murray, the marshal, has just brought in to me an affidavit, which I take pleasure in enclosing.

G.—EXHIBIT 7.

Sale of 7th March, 1862.

189 bags coffee—Sch'r "Solidadcos"—Wheeler's stores.

On above date 189 bags double matted coffee was sold at auction, by order of United States marshal. Terms of sale: $500 deposit from the purchaser. Coffee was knocked down to S. Underhill, who was the purchaser, at 21¾ cents per pound. Deposit was demanded by the auctioneer, when the deputy marshal, Jos. Thompson, who was present, stated that it was all right, and that the entire purchase-money would be paid at the marshal's office, (instead of at the office of the auctioneer, as was then customary,) and he would send Mr. Draper a check for the commission. It was with great difficulty that Mr. Draper could obtain the weigher's return for said coffee, and when he did get it, he submitted the return to Mr. William Scott, coffee broker, No. 111 Wall street, who was present at the sale. He pronounced the return of weight unquestionably false. This decision was submitted to the United States marshal, who appeared to be anxious to ascertain if any fraud had been committed, but who did not eventually institute such investigation as ought to have been had. A copy of the weigher's return is annexed, and also the weight of one bag of the coffee, 225 pounds, showing that the bags (or bales) each weighed that, or nearly that, and that the return of 6 bags should average 1,320 pounds, instead of 600 pounds.

Witnesses in above case—Mr. William Scott, 111 Wall street.
M. Lamont ..... 114 Water street.

—

Return of 189 *bags of coffee weighed by order of United States marshal.*

6 bags.....	607	6 bags.....	604	6 bags.....	604
6 "	608	6 "	610	6 "	612
6 "	607	6 "	607	6 "	607
6 "	602	6 "	612	6 "	605
6 "	604	6 "	613	6 "	616
6 "	604	6 "	604	6 "	610
6 "	602	6 "	609	6 "	609
6 "	606	6 "	610	6 "	617
6 "	604	6 "	608	6 "	613
6 "	617	6 "	604	6 "	609
60 bags.	6,061	60 bags.	6,081	60 bags.	6,102

6 bags.....	618		
3 "	316	189 bags.....	19,178
—	—	Tare, 5 per cent.	959
9	934		
60	6,102	18,219 lbs. net..	$3,962 63
60	6,081		
60	6,061		
—	—		
189	19,178		

New York, 7th March, 1862.

F. B. THURBER,
Weigher.

Exhibit 8.—(Duplicate.)

Beards & Cummings,
Wholesale Dealers in
Teas, Coffee & Spices,
279–281 Front St.,
New York.

New York, *November* 26, 1861.

Messrs. Wm. Scott & Son,
Bought of Beards & Cummings,
To roasting bale coffee, 225 lbs., at ½ $1 13
Received payment, BEARDS & CUMMINGS.

G 2.

This is to certify that the within bale was one of the same lot which was sold by Mr. Simeon Draper, by auction, the 7th March, 1862.

WM. SCOTT & SON.

New York, *April* 21, 1863.

Washington City, *February* 5, 1863.

Sir: We have made some statements to your department in regard to malpractices in prize sales in the city of New York, and we most respectfully request of you a communication to the Secretary of the Treasury, asking him to place this matter immediately in the hands of the Solicitor of the Treasury, in order that public confidence may be at once restored in these sales, and that parties may be punished who have forgotten their trusts, and made these sales a source of emolument to themselves.

Very respectfully,

SIMEON DRAPER,
J. H. DRAPER,
Auctioneers.

Hon. Gideon Welles, *Secretary of the Navy.*

Office of the Provost Marshal General of the War Department,
New York, February 2, 1863.

Dear Sir: In the statement furnished you by Mr. J. H. Draper and myself, some two weeks since, relating to frauds in obtaining reduction of price of goods bought by Ward & Gore at sale of cargo of prize steamer Ann, there was contained an error which I wish to correct. It was stated that William J. Osborne, who appeared as counsel or proctor for the purchasers, was a United States commissioner and appraiser to the clerk of the district court. This was an error; he is not connected with the court. There is a

Mr. John O. Osborne, who is United States commissioner, but he was not connected with the transaction.

I make this explanation to prevent injustice to any of the parties.

I am, sir, very respectfully, your obedient servant,

S. J. GLASSEY, *Deputy Provost Marshal.*

Hon. WILLIAM FAXON,
Chief Clerk, Navy Department, Washington, D. C.

WASHINGTON CITY, *January* 15, 1862.

SIR: Deeming it our duty, as auctioneers in prize cases in the city of New York, to apprise you of certain transactions in those sales not at all creditable to those whose business it is to protect government interests, we beg leave to submit to you the papers herewith for consideration and investigation. In addition to the case of coffee and tea per prize steamer Ann, there have been others, and one where the counsel for the captors is said to have received money not to oppose a reduction which never ought to have been made. A person in connexion with the office of the United States prize commissioners did actually receive two hundred dollars in that same case to our certain knowledge, we having seen the check.

The inference we draw from these papers we hand you is, that the government and captors are not realizing all they should from these sales, and that persons connected with them are making money fraudulently out of them.

This bidding goods in at exorbitant prices, and then getting reductions from the court, when, according to terms of sale, as binding as they could possibly be, they never should be had, is injuring the government to an immense extent, for genuine buyers will not attend.

Believing that we have simply done our duty in presenting to you these facts, and holding ourselves in readiness to give you any and all information to stop these practices, we remain, most respectfully,

SIMEON DRAPER,
Per J. H. DRAPER, and
J. H. DRAPER, *Auctioneers.*

Hon. GIDEON WELLES,
Secretary of the Navy.

EXHIBIT 26.

Stated rules and standing interrogatories in prize causes in the district court of the southern district of New York, adopted May term, 1861.

The court having at the present term revised the prize rules heretofore in force in this court, it is ordered that the following rules be adopted as the rules of this court in prize causes, except when otherwise specially directed by the court, or the judge thereof, and that all rules heretofore in use be rescinded.

RULE 1.

There shall be issued, under the seal and authority of this court, commissions to such persons as the court shall think fit, appointing them severally commissioners to take examinations of witnesses in prize causes *in prepara-*

torio, on the standing interrogatories which have been settled and adopted by this court, and all other depositions which they are empowered to require, and to discharge such other duties in relation to ships, or vessels, or property brought into this district as prize, as shall be designated by the said commissioners, and the rules and orders of this court.

Rule 2.

The captors of any property brought into this district as prize, or some one on their behalf, shall, without delay, give notice to the district judge, or to one of the commissioners aforesaid, of the arrival of the property, and of the place where the same may be found.

Rule 3.

Upon the receipt of notice thereof from the captors or district judge, a commissioner shall repair to the place where the said prize property then is; and if the same be a ship or vessel, or if the property be on board a ship or vessel, he shall cause the said ship or vessel to be safely moored in sufficient depth of water, or in soft ground.

Rule 4.

The commissioner shall, in case the prize be a ship or vessel, examine whether bulk has been broken; and if it be found that bulk has been broken, one of the said commissioners shall take information upon what occasion, or for what cause, the same was done. If the property captured be not a ship or vessel, or in a ship or vessel, he shall examine the chests, packages, boxes, or casks, containing the subject captured, and shall ascertain whether the same has been opened, and shall, in every case, examine whether any of the property originally captured has been secreted or taken away subsequently to the capture.

Rule 5.

The commissioner in no case shall leave the captured property until he secure the same by seals upon the hatches, doors, chests, bales, boxes, casks, or packages, as the case may require, so that they cannot be opened without breaking the said seals; and the said seals shall not be broken, or the property removed, without the special order of the court, excepting in case of fire and tempest, or of absolute necessity.

Rule 6.

If the captured property be not a vessel, or on board a vessel, the commissioner shall take a detailed account of the particulars thereof, and shall cause the same to be deposited, under the seals as aforesaid, in a place of safety, there to abide the order or decree of this court.

Rule 7.

If no notification shall, within reasonable time, be given by the captors, or by any person in their behalf, of any property which may be brought as prize within this district, and the commissioners, or either of them, shall become informed thereof by any means, it shall be the duty of the said commissioners, or one of them, to repair to the place where such property is, and to proceed in respect to the same as if notice had been given by the captors.

RULE 8.

The captor shall deliver to the judge—at the time of such notice, or to the commissioner or commissioners, when he or they shall, conformably to the foregoing rule, repair to the place where such captured property is, or at such other time as the said commissioners, or either of them, shall require the same—all such papers, passes, sea-briefs, charters, bills of lading, cockets, letters, and other documents and writings, as shall have been found on board the captured ship, or which have any reference to or connexion with the captured property, and which are in the possession, custody, or power of the captors.

RULE 9.

The said papers, documents, and writings shall be regularly marked and numbered by a commissioner, and the captor, chief officer, or some other person who was present at the taking of the prize, and saw that such documents, papers, and writings were found with the prize, must make a deposition before one of the said commissioners that they have delivered up the same to the judge or commissioner as they were found or received, without any fraud, subduction, or embezzlement. If any documents, papers, or writings, relative to or connected with the captured property, are missing or wanting, the deponent shall, in his said deposition, account for the same, according to the best of his acknowledge, information, and belief.

RULE 10.

The deponent must further swear, that if, at any time thereafter, and before the final condemnation or acquittal of the said property, any further or other papers relating to the said captured property shall be found or discovered, to the knowledge of the deponent, they shall also be delivered up, or information thereof given to the commissioners or to this court, which deposition shall be reduced to writing by the commissioner, and shall be transmitted to the clerk of the court, as hereinafter mentioned.

RULE 11.

When the said documents, papers, and writings are delivered to a commissioner, he shall retain the same till after the examination *in preparatorio* shall have been made by him, as is hereafter provided, and then he shall transmit the same, with the same affidavit in relation thereto, the preparatory examinations, and the information he may have received in regard to the said captured property, under cover and under his seal, to this court, addressed to the clerk thereof, and expressing on the said cover to what captured property the documents relate, or who claim to be the captors thereof, or from whom he received the information of the capture; which said cover shall not be opened without the order of the court.

RULE 12.

Within three days after the captured property shall have been brought within the jurisdiction of this court, the captor shall produce to one of the commissioners three or four, if so many there be, of the company or persons who were captured with, or who claim the said captured property; and in case the capture be a vessel, the master and mate, or supercargo, if brought in, must always be two, in order that they may be examined by the commissioner *in preparatorio* upon the standing interrogatories.

RULE 13.

In the examination of witnesses *in preparatorio*, the commissioner shall use no other interrogatories but the standing interrogatories, unless special interrogatories are directed by the court. He shall write down the answer of every witness separately to each interrogatory, and not to several interrogatories together; and the parties may personally, or by their agents, attend the examination of witnesses before the commissioners; but they shall have no right to interfere with the examination by putting questions or objecting to questions; nor to take notes of the proceedings before the commissioner, to be used otherwise than before the court. All objections to the regularity or legality of the proceedings of the commissioners must be made to the court.

RULE 14.

When a witness declares he cannot answer to any interrogatory, the commissioner shall admonish the witness that by virtue of his oath, taken to speak the truth, and nothing but the truth, he must answer to the best of his knowledge, or when he does not know absolutely, then to answer to the best of his belief, concerning any one fact.

RULE 15.

The witnesses are to be examined separately, and not in presence of each other, and they may be kept from all communication with the parties, their agents, or counsel, during the examination. The commissioners will see that every question is understood by the witness, and will take their exact, clear, and explicit answers thereto; and if any witness refuses to answer at all, or to answer fully, the examining commissioner is forthwith to certify the facts to the court.

RULE 16.

The captors must produce all their witnesses in succession, and cannot, after the commissioners have transmitted the examination of a part of the crew to the judge, be allowed to have others examined without the special order of the court; and the examination of every witness shall be begun, continued, and finished in the same day, and not at different times. Copies of the standing interrogatories shall not be returned by the commissioner with the examinations, but it shall be sufficient for the answer of the witnesses to refer to the standing interrogatories by corresponding numbers.

RULE 17.

Before any witness shall be examined on the standing interrogatories, the commissioner shall administer to him an oath in the following form: "You shall true answer make to all such questions as shall be asked of you on these interrogatories, and therein you shall speak the whole truth, and nothing but the truth—so help you God." If the witness is conscientiously averse to swearing, an affirmation to the same effect shall be administered to him.

RULE 18.

Whenever the ship's company, or any part thereof, of a captured vessel, are foreigners, or speak only a foreign language, the commissioner taking the examination may summon before him competent interpreters, and put

to them an oath, well and truly to interpret to the witness the oath administered to him, and the interrogations propounded, and well and truly to interpret to the commissioners the answers given by the witness to the respective interrogatories.

RULE 19.

The examination of each witness on the standing interrogatories shall be returned according to the following form:

"Deposition of A B, a witness produced, sworn and examined *in preparatorio*, on the day , in the year , at the of , on the standing interrogatories established by the district court of the United States for the southern district of New York; the said witness having been produced for the purpose of such examination by C D, in behalf of the captors of a certain ship or vessel called the , (or of certain goods, wares, and merchandise, as the case may be.")

1st. To the first interrogatory the deponent answers, that he was born at , &c.

2d. To the second interrogatory the deponent answers, that he was present at the time of the taking, &c.

RULE 20.

When the interrogatories have all been answered by a witness, he shall sign his deposition, and the commissioner shall put a certificate thereto in the usual form, and subscribe his name to the same.

RULE 21.

No person having or claiming any interest in the captured property, or having any interest in any ship having letters of marque or commissions of war, shall act as a commissioner. Nor shall a commissioner act either as proctor, advocate, or counsel, either for captors or claimants, in any prize cause whatever.

RULE 22.

If the captain or prize-master neglect or refuse to give up and deliver to the commissioners the documents, papers, and writings relating to the captured property, according to these rules, or refuse or neglect to produce, or cause to be produced, witnesses to be examined *in preparatorio*, within three days after the arrival of the captured property within the jurisdiction of this court, or shall otherwise unnecessarily delay the production of the said documents, papers, or writings, the commissioners, or one of them, nearest to the place where the captured property may be, or before whom the examination *in preparatorio* may have been already begun, shall give notice in writing to the delinquent to forthwith produce the said documents, papers, and writings, and to bring forward his witnesses; and if he shall neglect or delay so to do for the period of twenty-four hours thereafter, such commissioners shall certify the same to this court, that such proceedings may thereupon be had as justice may require.

RULE 23.

If within twenty-four hours after the arrival within this district of any captured vessel, or of any property taken as prize, the captors, or their agents, shall not give notice to the judge or a commissioner, pursuant to

the provisions herein made, or shall not, two days after such notice given, produce witnesses to be examined *in preparatorio*, then any person claiming the captured property and restoration thereof may give notice to the judge or the commissioners as aforesaid of the arrival of the said captured property; and thereupon such proceedings may be had by the commissioners in respect to the said property, and relative to the documents, papers, and writings connected with the said capture, which the claimant may have in his possession, custody, or power, and relative to the examination of witnesses *in preparatorio*, as near as may be, as is before provided for in cases where the captors shall give notice and examine *in preparatorio*. And the said claimant may in such cases file his libel for restitution, and proceed thereon according to the rules and practice of this court.

Rule 24.

As soon as may be convenient, after the captured property shall have been brought within the jurisdiction of this court, a libel may be filed, and a monition shall thereupon be issued, and such proceedings shall be had as are usual in conformity to the practice of this court, in cases of vessels, goods, wares, and merchandise, seized as forfeited, in virtue of any revenue law of the United States.

Rule 25.

In all cases, by consent of captor and claimant, or upon attestation exhibited upon the part of the claimant only, without consent of the captor, that the cargo or part thereof is perishing or perishable, the claimant, specifying the quantity and quality of the cargo, may have the same delivered to him, on giving bail to answer the value thereof, if condemned, and further to abide the event of the suit; such bail to be approved of by the captor, or otherwise, the persons who give security swearing themselves to be severally and truly worth the sum for which they give security. If the parties cannot agree upon the value of the cargo, a decree or commission of appraisement may issue from the court to ascertain the value.

Rule 26.

In cases where there is no claim, an affidavit being exhibited on the part of the captor of such perishing or perishable cargo, specifying the quantity and quality thereof, the captor may have a decree or commission of appraisement and sale of such cargo, the proceeds thereof to be brought into court, to abide the further orders of the court.

Rule 27.

The name of each cause shall be entered by the clerk upon the docket for hearing in their order, according to the dates of the returns of the monitions, and lists of the causes ready for hearing are to be constantly hung up in the clerk's office for public inspection.

Rule 28.

In all cases where a decree or commission of appraisement and sale of any ship and cargo, or either of them, shall have issued, no question respecting the adjudication of such ship and goods, or either of them, as to freight or expenses, shall be heard till the said decree or commission shall be returned, with the account of sales, and the proceeds, according to such account of sales, be paid into court, to abide the order of the court in respect thereto.

RULE 29.

After the examination taken *in preparatorio* on the standing interrogations are brought into the clerk's office, and the monition has issued, no further or other examinations upon the said interrogatories shall be taken, or affidavits received, without the special directions of the judge, upon due notice given.

RULE 30.

None but the captors can, in the first instance, invoke papers from one captured vessel to another, nor can it be done without the special mandate of the judge; and in case of its allowance, only extracts from the papers are to be used.

RULE 31.

The invocation shall only be allowed on affidavit on the part of the captors, satisfying the court that such papers are material and necessary.

RULE 32.

Application for permission to invoke must be on service at least two days previously of notice thereof, and a copy of the affidavit on the claimants, or their agent, (if known to be in this port,) and after invocation allowed to the captors, the claimants, by permission of the judge, for sufficient cause shown, may use other extracts of the same papers in explanation of the parts invoked.

RULE 33.

But when the same claimants intervene for different vessels, or for goods wares, or merchandise captured on board different vessels, and proofs are taken in the respective causes, and the causes are on the dockets for trial at the same time, the captors may, on the hearing in court, invoke, of course, in either of such causes, the proofs taken in any other of them; the claimants, after such invocation, having liberty to avail themselves also of the proofs in the cause invoked.

RULE 34.

In all motions for commissions, and decrees of appraisement and sale, the time shall be specified within which it is prayed that the commissions or decrees shall be made returnable.

RULE 35.

The commissioners shall make regular returns on the days in which their commission or decrees are returnable, stating the progress that has been made in the execution of the commission or decrees, and, if necessary, praying an enlargement of the time for the completion of the business.

RULE 36.

The commissions shall bring in the proceeds which have been collected at the time of their returns; and they may be required from time to time to make partial returns of such sums only as are necessary to cover expenses.

RULE 37.

On the returns of commissions or decrees, the commissioners or the marshal must bring in all the vouchers within their control.

RULE 38.

All moneys brought into court in prize causes shall be forthwith paid into such bank, in the city of New York, as shall be appointed for keeping the moneys of the court, and shall only be drawn out on the specific orders of the court, in favor of the persons respectively having right thereto, or their agents or representatives, duly authorized to receive the same.

RULE 39.

At every stated term of the court, the clerk shall exhibit to the court a statement of all the moneys paid into court in prize cases, designating the amount paid in each particular case, and at what time.

RULE 40.

The statement, when approved by the court, shall be filed of record in the clerk's office, and be open to the inspection of all parties interested, and certified copies thereof shall be furnished by the clerk, on request, to any party in interest, his proctor or advocate.

RULE 41.

When property seized as prize of war is delivered upon bail, a stipulation, according to the course of the admiralty, is to be taken for double its value.

RULE 42.

Every claim interposed must be by the parties in interest, if within convenient distance, or, in their absence, by their agent or the principal officer of the captured ship, and must be accompanied by a test affidavit, stating briefly the facts respecting the claim, and its verity, and how the deponent stands connected with or acquired knowledge of it. The same party who may intervene is also competent to attest to the affidavit.

RULE 43.

The captors of property brought in or held as prize, or which may have been carried into a foreign port, and there delivered upon bail by the captors, shall forthwith libel the same in fact, and sue out the proper process. The first process may, at the election of the party, be a warrant for the arrest of the property or person, to compel a stipulation to abide the decree of the court, or a monition.

RULE 44.

The monitions shall be made returnable in ten days, and if the property seized as prize is in port, shall be served in the same way as in the case of monitions issued on the instance side of the court of admiralty on seizures for forfeiture under the revenue laws. In case the property claimed as prize is not in port, then the monition is to be served on the parties in interest, their agent or proctor, if known to reside in the district; otherwise by publication daily in one of the newspapers of this city, for ten successive days preceding the return thereof.

RULE 45.

Whenever the jurisdiction of the court is invoked upon matters as incident to prize, except as to the distribution of prize money, there must be distinct articles or allegations in that behalf in the original libel or claim on the part

of the party seeking relief. But in case the matters have arisen or become known to the party subsequent to presenting his libel or claim, the court will allow him to file the necessary amendments.

Rule 46.

No permission will be granted to either party to introduce further proofs until after the hearing of the cause upon the proofs originally taken.

Rule 47.

In case of captures by the public armed vessels of the United States, and a proceeding for condemnation against the property seized as prize *jure belli*, or in the nature of prize of war, under any act of Congress, the name of the officer under whose authority the capture was made must be inserted in the libel.

Rule 48.

A decree of contumacy may be had against any party not obeying the orders or process of the court, duly served upon him; and thereupon an attachment may be sued out against him. But no constructive service of a decree or process *viis et modis*, or *publica citatio*, will be sufficient, unless there has been a publication thereof in a daily paper in this city, at least ten days immediately preceding the motion for an attachment.

Rule 49.

When damages are awarded by the court, the party entitled thereto may move for the appointment of three commissioners to assess the same; two persons approved by the court will thereupon be associated with a standing commissioner of the circuit court, the clerk or deputy clerk of this court, if not interested in the matter, whose duty it shall be to estimate and compute the damages, in conformity to the principles of the decree, and return a specific report to the court of the amount of damages, and the particular items of which they are composed.

Rule 50.

Any party aggrieved may have such assessment of damages reviewed in a summary manner by the court, before final decree rendered thereon, on giving two days' previous notice to the proctor of the party in whose favor the assessment is made of the exceptions he intends taking, and causing to be brought before the court the evidence given the commissioners in relation to the particular excepted to.

Rule 51.

Every appeal from the decrees of this court must be made within ten days from the time the decree appealed from is entered, otherwise the party entitled to the decree may proceed to have it executed. No appeal shall stay the execution of a decree, unless the party, at the time of entering the appeal, gives a stipulation, with two sureties, to be approved by the clerk, in the sum of two hundred and fifty dollars, to pay all costs and damages that may be awarded against him, and to prosecute the appeal to effect.

RULE 52.

If the party appealing is afterwards guilty of unreasonable delay in having the necessary transcripts and proceedings prepared for removing the cause, it will be competent to the other party to move the court for leave to execute the decree, notwithstanding the appeal.

RULE 53.

In all cases of process *in rem*, the property after arrest is deemed in the custody of the court, and the marshal cannot surrender it on bail, or otherwise, without the special order of the court.

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Standing interrogatories to be administered by a prize commissioner to all persons that may be produced as witnesses to be examined in preparatorio, in relation to any ship or vessel, goods, wares, or merchandise, which may be captured or taken as prize and brought into the southern district of New York.

Let each witness be interrogated to every of the following questions, and their answers to each interrogatory be written down under his direction and supervision :

1. Where were you born, and where do you now live, and how long have you lived there? Of what prince or state are you a subject or citizen, and to which do you owe allegiance? Are you a citizen of the United States of America? Are you a married man; and, if married, where do your family and wife reside?

2. Were you present at the capture or taking of the vessel, or her lading, or any of the goods or merchandises, concerning which you are now examined?

3. When and where were such seizure and capture made, and into what place or port were the same carried? Had the vessel so captured any commission or letters authorizing her to make prizes? What and from whom? For what reasons or on what pretence was the seizure made?

4. Under what colors did the captured vessel sail? What other colors had she on board, and for what reason had she such other colors?

5. Was any resistance made at the time of the capture, and by whom? Were any guns fired, how many, and by whom? By what ship or ships was the capture made? Were any other and what ships in sight at the time of the capture? Was the vessel captured a merchantman, a ship-of-war, or acting under any commission as a privateer or letter of marque and reprisal, and to whom did such vessel belong? Was the capturing vessel a ship-of-war, a letter of marque and reprisal, or privateer, and of what force?

6. Had the capturing vessel or vessels any commission to act in the seizure or capture of the vessel inquired about, and from whom, and by what particular vessel was the capture made? Was the vessel seized condemned; and if so, when and where, and for what reason, and upon what account, and by whom, and by what authority or tribunal was she condemned?

7. What was the name of the vessel taken, and of her master or commander? Who appointed him to the command of the said vessel, and where? How long have you known the vessel and him, and when and where did he take possession of her, and who by name delivered the same to him? Where is the fixed place of abode of the master, with his wife and family, and how long has he lived there? If he has no fixed place of abode, where was his last place of residence, and how long did he live there? Where was he born? Of what country or state is he a subject or citizen?

8. Of what tonnage or burden is the vessel which has been taken, and about which you are examined? What number of the vessel's company belonged to her at the time she was seized and taken, and how many were then actually on board her? What countrymen are they? Did they all come on board at the same port and time, or at different ports and times, and when and where? Who shipped or hired them, and when or where?

9. Did you belong to the company of the vessel so captured at the time of her seizure, and in what capacity? Had you, or any of the officers, or mariners, or company, belonging to the said vessel at the time of her capture, any part, share, or interest in the same, or in the goods or merchandise laden on board her, and what in particular, and what was the value thereof at the time the said vessel was captured, and the said goods seized?

10. How long have you known the said vessel? When and where did you first see her? How many guns did she carry? How many men were on board of her at the beginning of the engagement, before she was captured? Of what country build was she? What was her name, and how long was she so called? Whether you know of any other name she was called by, and what were such names, as you know or have heard?

11. To what ports and places was the vessel concerning which you are now examined bound, on the voyage wherein she was taken and seized? Where did the voyage begin, and where was the voyage to have ended? What sort of lading did she carry at the time of her first setting out on the voyage, and what particular sort of lading and goods had she on board at the time she was taken and seized? In what year and in what month was the same put on board? Do you or not know she had on board during her last voyage, and when, goods contraband of war, or otherwise prohibited by law, and what goods?

12. Had the vessel of which you are examined any passport or sea-brief on board, and from whom? To what ports or places did she sail during her last voyage, before she was taken? Where did her last voyage begin, and where was it to have ended? Set forth the kind of cargoes the vessel has carried to the time of her capture, and at what ports such cargoes have been delivered. From what ports, and at what time, particularly from the last clearing port, did the said vessel sail, previously to the capture?

13. What lading did the vessel carry at the time of her first setting sail in her last voyage, and what particular sort of lading and goods had she on board at the time she was taken? In what year and in what month was the same put on board? Set forth the different species of the lading and the quantities of each sort.

14. Who were the owners of the vessel and goods concerning which you are now examined, at the time of their capture and seizure? How do you know they were owners thereof at that time? Of what nation or country are they by birth, and where do they live with their wives and families? How long have they resided there? Where did they reside previously, to the best of your knowledge? Of what country or state are they subjects or citizens?

15. Was any bill of sale given, and by whom, to the owners of the said vessel, and in what month and year? Where, and in presence of what witnesses was it made? Was any, and what, engagement entered into concerning the purchase, further than what appears upon the bill of sale? Where did you last see it, and what has become of it?

16. In what port or place, and in what month and year, was the lading found on board the vessel, at the time of her capture or seizure, first put on board her? What were the names of the respective laders or owners, or consignees, thereof? What countrymen are they? Where did they reside before, to the best of your knowledge, and where were the said goods to be

delivered, and for whose real account, risk, or benefit? Have any of the said laders or consignees any, and what, interest in the said goods? What were the several qualities, quantities, and particulars of the said goods, and have you any, and what, reason to know or fully believe that if the said goods shall be restored and unladen at the destined ports, they did, do, and will belong to the same persons, and to none others?

17. How many bills of lading were signed for the goods seized on board the said vessel? Were any of those bills of lading false or colorable, or were any bills of lading signed which were different in any respect from those which were on board the vessel at the time she was taken? What were the contents of such other bills of lading, and what became of them?

18. Have you in your possession, or were there on board of the said vessel, at the time of her capture, any bills of lading, invoices, letters, or other writings, to prove or show your own interest, or the interest of any other person, and of whom, in the vessel or in the goods concerning which you are now examined? If in your power, produce the same, and set forth the particular times when, where, and in what manner, and upon what consideration, you became possessed thereof. If you cannot produce such paper evidences, then state in whose possession you last saw them, or where you know or believe they are kept, and when, and by whom, they were brought or sent within this district, and also set forth the contents or purport of such papers.

19. State the degrees of latitude and longitude in which the said vessel and her cargo were captured, as also the year, month, and day, and time thereof, in which such seizure was made, and in or near what port or place, and whether it was a port of any State or Territory of the United States of America, and what one. Was any charter party for the voyage upon which the said vessel was captured signed and executed, and by whom, and when? If in your possession, produce the same; if not, set forth its contents and state what has become of it.

20. What papers, bills of lading, letters, or other writings, relating to the vessel or cargo, were on board the vessel at the time she took her departure from her last clearing port, before she was taken as prize? Were any of them burnt, torn, thrown overboard, destroyed, or cancelled, or attempted to be concealed, and when, and by whom, and who was then present?

21. Did you or the owner, master, or person having command of the said vessel or her navigation, at the time and place of her capture, know or have notice that such place or port was in a state of war with the United States, and that the naval forces of the United States held such port in a state of blockade? How, when, or where had you such knowledge or notice, and when and where did the master or commandant of said vessel obtain it?

22. Was such port under an order of blockade by the government of the United States at the time the said vessel entered or made an attempt to enter the same? Had warning or notice of such blockade been given to, or received by, the owner, master or commandant of said vessel, before or at the time she entered or attempted to enter the said port, and when, and in what manner? Had notice in writing been indorsed on the register or other ship's papers of the said vessel, and when, where, and by whom, of an existing blockade of such port, before she entered or attempted to enter the same, or before the time of her sailing or attempting to sail therefrom?

23. Was the register of the vessel, about which you are examined, shown to or examined by any officer of the United States navy, or by any revenue officer of the United States, before she was captured and taken, and before she entered the port at or near which she was taken and seized, and was the register, or other ship's papers, indorsed by said United States officer? Declare

fully all you know, or have reason to believe, respecting this interrogatory, stating the persons, times, and places connected therewith.

24. Do you know, or do you believe from information—and if the latter, from what information, and when and how was it obtained—that the vessel inquired about, at any time or times after the blockade of the said port, and with notice thereof, and when, attempted covertly and secretly to enter the said blockaded port, or to sail therefrom, without success? Disclose fully all your knowledge, information, and belief thereon, with the particulars upon which the same is founded.

25. Has the vessel concerning which you are now examined been at any time, and when, seized as prize and condemned as such? If yea, set forth into what port she was carried, and by whom, and by what authority, or on what account she was condemned.

26. Have you sustained any loss by the seizing and taking the vessel concerning which you are now examined? If yea, in what manner do you compute such your loss? Have you already received any indemnity, or satisfaction, or promise of satisfaction, for any part of the damage which you have sustained, or may sustain, by this capture and detention, and when and from whom?

27. Is the said vessel or goods, or any, and what parts, insured? If yea, for what voyage is such insurance made, and at what premium, and when and by what persons, and in what country, was such insurance made?

28. In case you had arrived at your destined port, would your cargo, or any part thereof, on being unladen, have immediately become the property of the consignees, or any person, and whom; or was the lader to take the chance of the market for the sale of his goods?

29. Let each witness be interrogated of the growth, produce, and manufacture on board the vessel; of what country and place was the lading concerning which they are now interrogated, or any part thereof.

30. Whether all the said cargo, or any and what part thereof, was taken from the shore, or quay, or removed or transhipped from one vessel to another, from what and to what shore, quay, and vessel, and when and where was the same so done?

31. Are there in any country besides the United States, and where, or on board any and what vessel or vessels, other than the vessel concerning which you are now examined, any bills of lading, invoices, letters, instruments, papers, or documents, relative to the said vessel or cargo, and of what nature are they, and what are their contents?

32. Were any papers delivered out of the said vessel, and carried away in any manner whatsoever, and when, and by whom, and to whom, and in whose custody, possession, or power, do you believe the same now are?

33. Was bulk broken during the voyage on which you were taken, or since the capture of the said vessel, and when and where, by whom, and by whose orders, and for what purpose, and in what manner?

34. Were any passengers on board the aforesaid vessel? Were any of them secreted at the time of the capture? Who were the passengers by name? Of what nation, rank, profession or occupation? Had they any commission—for what purpose, and from whom? From what place were they taken on board, and when? To what place were they finally destined, and upon what business? Had any, and which, of the passengers any and what property, or concern, or authority, directly or indirectly, regarding the vessel and cargo? Were there any officers, soldiers or mariners secreted on board, and for what reason were they secreted? Were any citizens of the United States on board, or secreted, or confined, at the time of the capture? How long, and why? Whether any persons on board the said vessel, at the time of her capture, were citizens or residents of any State or Territory of the United States then in a state of war or rebellion against the United States, its government and laws? If so, who

by name, and of what State or Territory? What was their employment on board the vessel, and what their destination?

35. Were and are all the passports, sea-briefs, charter parties, bills of sale, invoices and papers, which were found on board, entirely true and fair, or are any of them false or colorable? Do you know of any matter or circumstance to affect their credit? By whom were the passports or sea-briefs obtained, and from whom? Were they obtained for this vessel only, and upon the oath or affirmation of the persons therein described, or were they delivered to or on behalf of the person or persons who appear to have been sworn or to have affirmed thereto, without their having ever, in fact, made any such oath or affirmation? How long a time were they to last? Was any duty or fee payable and paid for the same, and is there any duty or fee to be paid on the renewal thereof? Have such passports been renewed, and how often, and has the duty or fee been paid for such removal? Was the vessel in a port in the country where the passports and sea-briefs were granted; and if not, where was the vessel at the time? Had any person on board any passport, license, or letters of safe conduct? If yea, from whom, and for what business? If it should appear that there are in the United States, or in any other place or country besides the United States, any bills of lading, invoices, instruments or papers, relative to the vessel and goods concerning which you are now examined, state how they were brought into such place or country. In whose possession are they, and do they differ from any of the papers on board, or in the United States, or elsewhere, and in what particular do they differ? Have you written or signed any letters or papers concerning the vessel and her cargo? What was their purport? To whom were they written and sent, and what has become of them?

36. Towards what port or place was the vessel steering her course at the time of her being first pursued and taken? Was her course altered upon the appearance of the vessel by which she was taken? Was her course at all times, when the weather would permit, directed to the place or port for which she appears to have been destined by the ship's papers? Was the vessel, before or at the time of her capture, sailing beyond or wide of the said place or port to which she was so destined by the said ship's papers? At what distance was she therefrom? Was her course altered at any, and what time, and to what other port or place, and for what reason?

37. By whom and to whom hath the said vessel been sold or transferred, and how often? At what time and at what place, and for what sum or consideration, has the same been paid or satisfied? Was the sum paid, or to be paid, a fair and true equivalent, or what security or securities have been given for the payment of the same, and by whom, and where do they now live? Do you know, or believe in your conscience, such sale or transfer has been truly made, and not for the purpose of covering or concealing the real property? Do you verily believe that if the vessel should be restored, she will belong to the persons now asserted to be the owners, and to none others?

38. What guns were mounted on board the vessel, and what arms and ammunition were belonging to her? Why was she so armed? Were there on board any other guns, weapons, warlike arms, or armament of any name or description; and if any, what? Were there any parts of warlike arms, not put together or finished, or any ammunition, fixed or unfixed, or any balls, shells, rockets, hand grenades, flints, percussion caps, or any other thing known to be intended for military equipment? Were there any belts, ball-moulds, saltpetre, nitre, camp equipage, military tools, uniforms, soldiers' clothing, or accoutrements, or any parts of them, or any sort of warlike or naval stores? Were any of such warlike or naval stores, or things, thrown overboard to prevent suspicion at the time of the capture; and were any such warlike stores, before described, concealed on board under the name of

merchandise, or any other colorable appellation, in the ship's papers? If so, what are the marks on the casks, bales, and packages in which they were concealed? Are any of the before named articles, and which, for the sole use of any fortress or garrison in the port or place to which such vessel was destined? Do you know, or have you heard, of any ordinance, placard, or law, existing in such country or state, forbidding the exportation of the same by private persons, without license? Were such warlike or naval stores put on board by any public authority? When and where were they put on board?

39. What is the whole which you know or believe, according to the best of your knowledge and belief, regarding the real and true property and destination of the vessel and cargo concerning which you are now examined, at the time of the capture?

40. Did the said vessel, on the voyage in which she was captured, (or on) or during any or what former voyage or voyages, sail under the convoy of any ship or ships of war, or other armed vessel or vessels? For what reason or purpose did she sail under such convoy? Of what force was or were such convoying ship or ships, and to what state or country did the same belong? What instructions or directions had you or did you receive on each and every of such voyages, when under convoy, respecting your sailing or keeping in company with such armed or convoying ship or ships; and from whom did you receive such instructions or directions? Had you any, and what, directions or instructions, and from whom, for resisting, or endeavoring to avoid or escape from capture, or for destroying, concealing, or refusing to deliver up your vessel's documents and papers; or any, and what other papers, that might be or were put on board your said ship? If so, state the tenor of such instructions and all particulars relating thereto. Are you in possession of such instructions, or copies thereof? If so, leave them with the commissioner, to be annexed to your deposition.

41. Did the said vessel, during the voyage in which she was captured, or on making any and what former voyage or voyages, sail to or attempt to enter any port under blockade by the arms or forces of any, and what, belligerent power? If so, when did you first learn or hear of such port being so blockaded, and were you at any, and what time, and by whom, warned not to proceed to, or to attempt to enter into, or to escape from, such blockaded port? What conversation or other communication passed thereon? And what course did you pursue upon and after being so warned off?

42. Whether or no the vessel concerning which you are examined did sail on her last voyage, prior to her seizure, carrying a commission or license as a privateer, or letter of marque and reprisal, or other authority from any person or persons, to cruise against the persons or property of citizens of the United States, and to make prizes thereof? By whom was such authority, license, or direction given, and when? Was it in writing? If so, did it remain with the vessel up to the time of her capture, or was it destroyed or concealed previous thereto? When, and by whom? What were the contents or purport thereof? State all the facts in your knowledge within this inquiry, and the sources of such knowledge. Also state fully all the acts known to you to have been done by the vessel, her master or crew, under such commission or license, up to the period of her capture.

43. Whether or no the said vessel inquired about, at any time, and when and where, sailed or acted in company or concert with any other armed vessel or vessels, and what, in cruising against, pursuing or seizing as prize, any persons, vessels or property of citizens of the United States? Declare fully and particularly your knowledge, information and belief therein

THE NEW PRIZE LAW PROCEEDINGS ON SALE OF PROPERTY.

The United States Circuit Court.—Before Judge Nelson.

THE UNITED STATES
vs.
THE BARK HIAWATHA AND HER CARGO, which was taken as a prize.

NELSON, C. J.:

The vessel and cargo, in this case, have heretofore been condemned in the district court as a prize, upon proceedings instituted by the United States, and an appeal taken to this court from that decree, which was affirmed. Since then an appeal has been taken to the Supreme Court from the latter decree, which is now pending. The cargo consists chiefly of tobacco, manufactured and unmanufactured, and was taken on board the vessel at City Point, Virginia, in May, 1861. The capture occurred on the same month in Hampton Roads, and the vessel and cargo were brought into this port. The vessel, with most of the cargo, is lying at the Atlantic dock, Brooklyn.

According to the report of the prize commissioners, under date of April 14, 1862, supported by proof, the cargo is in a perishing condition, and they asked for an order of sale for the benefit of all concerned. A sale was ordered accordingly, and some steps taken, under the order, with a view to an appraisal of the cargo preliminary to the sale. The proceedings were afterwards stayed for the purpose of enabling the proctor and advocate for the claimants to make some suggestions to the court in respect to the order of sale, which have been submitted for its consideration.

It is not denied that the cargo is in a perishing condition, and the interference of the court required, with a view to its preservation, pending the litigation. The value of the property involved is large, and the claimants numerous, as the documentary proofs show, it is said, some thirty-three different bills of lading. No application has been made by either of the claimants for any interference with the cargo by the court, with a view to its preservation. The application is exclusively on the part of the government, and by the commissioners acting for the benefit of all persons or parties concerned. We are satisfied, upon the proofs before us, that some immediate steps should be taken to preserve the subject-matter in dispute from loss, and that it will be for the interest of all parties that the cargo should be sold.

The recent act of Congress, passed March 25, 1862, provides—

SEC. 1. That it shall be the duty of the prize commissioners "from time to time, pending the adjudication, to examine into the condition of the said property, and report to the court, if the same or any part thereof be perishing or perishable, or deteriorating in value; and if the same be so found by the court, upon said report or other evidence, the court may thereupon order an interlocutory sale thereof by the United States marshal, and the deposit of the gross proceeds of such sale in the registry of the court, whether a claim to said property has or has not been interposed."

We are inclined to think this provision applies as well to the proceedings in this court as in the court below. We do not suppose it was intended to interfere with any other of the usual modes in this or the court below for the disposition or preservation of the fund or subject-matter of litigation pending the suit; but was intended to provide for the case of a sale, which is one of the modes, when that one has been adopted by the court. This power of the prize commissioners, we believe, is new, and it may be proper to submit some observations upon it. The power, I think, is joint, and re-

quires the concurrence of both in the exercise of it. As a matter of practice it would be proper for them to give notice of the application to the court for the sale, to the district attorney representing the government, and also to the proctors of the claimants, so as to afford an opportunity to these parties to support or oppose the order of sale. Either of them may still make an application to the court in respect to the condition of the *res*, notwithstanding this power of the commissioners. It was obviously conferred upon them as an additional security for its preservation and for abundant caution. The sale, when ordered, is to be made by the marshal, but as a matter of practice, should be made under the superintendence and direction of the commissioners. They represent all parties in interest, and it is their duty to see that the property is not sacrificed at the sale.

The relation they hold to the property is not unlike that of a private party in sales of this description. The marshal is to receive the purchase money, make a proper return of the sales, and pay the moneys into the registry of the court. The act provides that the order of sale shall contain an order to pay the *gross proceeds* into the registry; and,

SEC. 2. "That all reasonable and proper claims and charges for pilotage, towage, wharfage, storage, insurance, and other expenses, incident to the bringing in and safe custody and sale of the property captured as prize, shall be a charge upon the same; and *having been audited and allowed by the court*, shall, in the event of a decree of condemnation or of restitution of payment of costs, be paid out of the proceeds of any sale of the property, final or interlocutory, in the custody of the court."

The gross proceeds of the sale must be paid into the registry of the court, and on the presentation and allowance of the charges, &c., by the court, they may be paid.

It may be proper to say, in advance, that where these charges are fixed by law, they will be strictly regulated accordingly; and where not fixed by law, the allowance will in no case exceed the usual accustomed charge in similar cases arising out of navigation and trade. We suppose that the charges of pilotage, towage, wharfage, storage, and all other incidental necessary expenses, are either fixed by law or by custom and usage, or have some definite limit or regulation by the course of trade and business. The marshal having the possession and custody of the vessel and cargo, subject to the direction and control of the court, he will be held responsible for its due care; for placing and securing the vessel at a proper dock, and, when the cargo is ordered to be discharged, for selecting fit and suitable warehouses for the storage and custody of it afterwards. Where an appraisal of the goods is ordered to be made by the commissioners, before a sale, he will discharge the cargo under their superintendence, so as to enable them to take a list of it with a view to the appraisal, and he will also be enabled to take a list for his own benefit with a view to the sale.

We think, in discharging the cargo, the parcels of each bill of lading should be separated, appraised, and sold separately, so that each claimant may be advised of his distinct interest involved in the litigation.

We shall confirm the order of sale heretofore made, but the sale is to take place in the mode and manner more fully stated in this opinion, and the stay of proceedings is discharged.

For the United States, Mr. Woodford; for claimants, Mr. Edwards.

EXHIBIT 1.

THE UNITED STATES
vs.
103 CASKS OF RICE.

I have examined into the purchase of the rice in this case, and am satisfied that the purchaser has a legal as well as equitable right to demand the return of a portion of the purchase money.

He informs me that he will be content with a return of the sum of two hundred dollars, and being satisfied that such sum is much less than the amount required to indemnify him, I recommend that it be allowed and paid.

F. H. UPTON,
Counsel for Naval Captors.

H. H. ELLIOTT, Esq.,
United States Prize Commissioner.

I assent to the foregoing view of the case, and recommend the return to the purchaser, Lovejoy, of the sum of two hundred dollars therein named.

H. H. ELLIOTT,
United States Prize Commissioner.

OCTOBER 21, 1862.

No deduction will be paid unless this is authorized by the United States marshal.

J. H. DRAPER.

Approved.

ROB'T MURRAY, *U. S. Marshal.*

EXHIBIT 2.

THE UNITED STATES
vs.
1,253 BAGS OF RICE.

I am satisfied that the purchaser of the rice in this proceeding, at the sale on the 2d instant, made his purchase under such an entire misapprehension as would entitle him in any court to a rescission of the sale. He is, however, as I am informed, under the circumstances, willing to pay $1 67 per bushel, which is above the appraisal, and full as much as the rice would bring if resold, and I therefore recommend that the sale be perfected to him as if such were his bid at the sale.

F. H. UPTON,
Counsel for the Captors.

H. H. ELLIOTT, Esq.,
United States Prize Commissioner.

OCTOBER 20, 1862.

I approve of the sale of the above to Messrs. Ward & Gore on the terms above stated. On the whole this is better than the uncertainty and expense of a new sale. I recommend that you close the sale in accordance with these views.

HENRY H. ELLIOTT,
United States Prize Commissioner.

Approved.

ROB'T MURRAY, *U. S. Marshal.*

NOVEMBER 25, 1862.

SIR: The district attorney, prize commissioners, and counsel for the captors, having assented to the coffee on the Stettin being delivered to the purchaser at appraised value, you will please deliver some at that price, 20½ cents, and deduct two per cent. tax as stated in the terms of sale.

ROB'T MURRAY, *U. S. Marshal.*
J. THOMPSON, *Deputy.*

We enclose certificate and return of weighers, upon which you can calculate the amount. Please give an order, on receipt of the purchase money, on Ward & Gore, Union stores, to deliver the coffee.

R. MURRAY.
J. THOMPSON, *Deputy.*

SIMEON DRAPER, Esq.

Statements showing where goods have been sold at auction, the purchaser not having complied with the terms of sale.

The marshal has allowed certain parties to take them at the appraised price, instead of ordering a resale.

Sale of July 28, 1862.

613 bags coffee, ex J. W. Wilder, (schooner,) sold at 21½ cents per pound to A. Harris. Harris did not take it. Sold to C. Noyes at 19 cents, per order of the marshal.

Sale of Oceober 2, 1862.

1,254 bags Paddy rice, at $2 25 per bag, to Ward & Gore, proprietors of Union stores, where the goods were stored. They were allowed to take this rice at $1 67 per bushel, for the reason that they had paid too much for it. The rice had been in their store for some time, and they knew perfectly well what it was worth.

Sale of Stettin cargo, 7th November, 1862.

At the sale of the cargo of steamer "Stettin," Mr. Newell (father-in-law of Mr. Gore) bid, upon 905 bags Rio coffee, 27½ cents per pound. It was knocked down to him at that price. He did not come near the auctioneer's office until he brought an order from the marshal allowing him to pay 20½ cents per pound. No reason for this reduction is given. A copy of the marshal's order is hereunto annexed.

On the 16th February, 1863, there were sold at Union stores, Brooklyn,
45 bales cotton, ex "Reindeer," at 89 cents per pound,
52 bales cotton, ex "Monte Christo," at 92½ cents per pound,
33½ bales cotton, ex "Rambler," at 82½ cents per pound,

130½

to E. A. Allen, whose purchase was then and there approved by the deputy marshal. Up to the 1st day of April this cotton had not been paid for, nor had it been resold.

Copy of protest read by W. S. Gore, at resale of "Stettin's" cargo, January 9, 1863.

"I give notice that Ward & Gore claim the following goods—

315 pigs of lead,
28 cases of gin,
210 boxes of glass,
4 casks of simple cerate,
1 case of corsets,
1 case of morphine—

as purchasers at a previous sale, and hold Mr. Simeon Draper's bill of sale of them, upon which money has been paid; and also claim a lien upon these goods for storage and labor, and that the goods will not be delivered to any one purchasing them at this sale; and I protest against Mr. Simeon, or John Draper, or the United States marshal, selling the same, and further protest that the sale is not in accordance with the law, nor under the direction of the United States prize commissioners."

EXHIBIT 5.

At a stated term of the district court of the United States for the southern district of New York, held at the United States court-room, in the city of New York, on the 8th day of January, 1863.

Present ,Hon. Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER STETTIN AND CARGO.

On reading and filing the petition of Charles Jenkins in the above-entitled action, and also the report of Henry H. Elliott, esq., one of the prize commissioners, to whom the said petition was referred by an order made in this cause, to report, among other things, whether any, and if so, what sum should be refunded to the petitioner for the reasons in the said petition mentioned, by which report it appears that the said petitioner is entitled to have refunded to him the sum of eight hundred and eighty-five dollars and sixty-six cents—

Now, therefore, on motion of J. H. Gray, esq., counsel for the said petitioner, and the district attorney and counsel for the captors appearing and not opposing, it is ordered that the marshal of this district refund and pay to J. H. Gray, esq., the counsel for the said petitioner, out of the proceeds of the property in this action, the aforesaid sum of eight hundred and eighty-five dollars and sixty-six cents.

SAM'L R. BETTS.

A true copy.

GEO. F. BETTS, *Clerk.*

EXHIBIT 6.

UNITED STATES MARSHAL'S OFFICE,
Southern District of New York, January 8, 1863.

DEAR SIR: Pursuant to an order of the United States district court, a copy of which is hereto annexed, you will please pay out of the proceeds of the cargo of the steamer Stettin $885\frac{66}{100}$ dollars to J. H. Gray, esq., being the deduction allowed by the court on the purchase of Charles Jenkins, at the sale of said cargo, of 14,671 yards of sheeting, damaged.

ROB'T MURRAY,
United States Marshal.

SIMEON DRAPER, Esq.

EXHIBIT 9.

UNITED STATES MARSHAL'S OFFICE,
Southern District of New York, New York, September 12, 1862.

SIR: You will please deliver to Charles H. Noyes, or order, the six hundred and thirteen bags, more or less, of schooner S. J. Wilder, according to its weight, upon payment to you of nineteen cents per pound of the coffee, the first purchaser not having complied with the terms of sale. The above arrangement has been sanctioned by the prize commissioners, and approved by me.

Yours,

ROB'T MURRAY,
United States Marshal.
J. THOMPSON,
Deputy United States Marshal.

SIMEON DRAPER, Esq.

EXHIBIT 16.

NEW YORK, *August* 15, 1862.

I, Benjamin Bateman, broker in naval stores, do hereby certify that I have examined a lot of 1,075 barrels of spirits of turpentine, ex ship Alliance, sold at auction, on 2d August, instant, by United States marshal, to Dollner, Potter & Co.; that in said lot of spirits of turpentine I find 52 barrels containing 2,080 gallons colored and unmerchantable, by reason of a mixture of naphtha, which deteriorates the value. I further certify that a deduction of 15 cents per gallon on the 2,080 gallons unmerchantable, on the price paid by said Dollner, Potter & Co., would be a fair and just allowance to the purchasers according to the rules and customs of market.

BENJ. BATEMAN.

Subscribed and sworn to this 19th day of August, 1862.

HENRY H. ELLIOTT,
United States Prize Commissioner.

EXHIBIT 16½.

OFFICE OF THE UNITED STATES PRIZE COMMISSIONERS
FOR THE SOUTHERN DISTRICT OF NEW YORK,
New York, August 19, 1862.

DEAR SIR: On reading the affidavit of Mr. Bateman, I think the allowance claimed by Messrs. Dollner & Potter ought in equity to be made.

Yours,

HENRY H. ELLIOTT.

R. MURRAY, Esq., *United States Marshal.*

Approved.

ROBERT MURRAY,
United States Marshal.

EXHIBIT 27.

NEW YORK, *July* 21, 1862.

DEAR SIR: Although the act of Congress, as well as the orders of sale in prize cases, requires the marshal to deposit forthwith the gross proceeds of sales in court, yet, as far as I can learn, this has not been done. In the case of the Hiawatha the sale was made the 9th instant, and yet the proceeds, amounting to over $250,000, have not been paid into court as late as twelve o'clock to-day. The sale was for cash, and I understand the goods have been delivered and paid for, so that it is difficult to imagine any sufficient reason for this delay. I have stated to the marshal that his returns (when made) are imperfect, and do not show the amount received for each article sold, as required by the orders of sale, nor do they show the gross proceeds. A full account of the sales should be filed showing the kind and quantity of property sold, and the prices, so that the parties interested can ascertain from the records, not only whether the inventory and account of sales agree, but also the price of the articles, and the gross proceeds.

I write this to call your attention to the subject, and to suggest whether it may not be incumbent upon you, as district attorney, to see that the law and orders of the court in these respects are complied with.

Respectfully, yours,

EDWARD H. OWEN.

E. DELAFIELD SMITH, Esq.

EXHIBIT 28.

NEW YORK, *September* 6, 1862.

Messrs. Nevins & Co. to Martin & Smith,

1862.		Dr
Aug. 8.	To consultation and advice with Mr. Heath as to claim of $4,300, short weight, on purchase of cotton at prize sale;	
	To services at office of prize commissioners;	
	To services at office of district attorney;	
9.	To ditto to-day;	
	To consultation and advice;	
	To interview with Mr. Heath as to reclamation in purchase of cotton by the Napoleon, and drawing petition and affidavits to obtain reclamation;	

11. To services, going to Pine and Pearl streets and taking affidavits of weighers; going to Union stores, Brooklyn, same matter;
12. To services, going to Mr. Weedon's, Pearl street, to get returns ;
To interview with and preparing affidavit of Thomas McDonald ;
14. To services with prize commissioners and United States district attorney some time ;
To services, going to prize commissioners to obtain consent to pay amount of reclamation in the matter of the schooner Napoleon's cargo, and serving papers on United States district attorney, and obtaining admission of service ;
15, 16, 17, and 18. To services, going to Saratoga to argue motion for reclamations on cotton purchased by you on sale of cargo of schooner Napoleon ;
20. To attending and arguing motion to open sale of cotton; case referred to prize commissioners ;
27. To advice as to liability of auctioneer upon sale of cotton where the seller refuses to take ;
30. To interview with district attorney and prize commissioner in matter of cotton ;
Sept. 1. To two interviews with prize commissioner on subject of further affidavit ;
Drew affidavit ; sworn ;
To drawing report for prize commissioner of facts and opinion ;
To drawing order ;
2. To attending before prize commissioner; matter deferred;
3. To attending and obtaining report of prize commissioner;
Filed report and made motion to confirm, and for order ;
Entered order and obtained copy ;
5. To attending with marshal to get money ;
6. To attending with marshal, and obtaining check for $3,943 12..... $600 00
To half expenses of clerk going to Saratoga..... 9 00
To paid ferriage and notary and commissioner's fees.... 4 26
To fee paid to prize commissioners..... 100 00

713 26

NEW YORK, *September* 8, 1862.

BANK OF NORTH AMERICA: Pay to H. H. Elliott or order one hundred dollars.
MARTIN & SMITH.

(Endorsed :) Henry H. Elliott.

NEW YORK, *September* 6, 1862.

BANK OF NORTH AMERICA : Pay to Messrs. Nevins & Co., or order, thirty-two hundred and twenty-nine and eighty-six one-hundredth dollars ($3,229$\frac{86}{100}$.)
MARTIN & SMITH.

Beardsley.

(Endorsed:) Nevins & Co., W. Wealt.

EXHIBIT 30.

Copy of the letter appointing a counsel for the captors, and fixing his fees and commissions.

NAVY DEPARTMENT, *September* 6, 1862.

SIR: The department desires to avail of your services and experience as counsel to assist the district attorney, and protect the interest of captors in prize cases brought in the United States district court at New York, wherein the captors have not employed counsel.

With respect to the nature of the duties which this office would impose upon you, it is presumed you need no instruction. Among the duties will be that of furnishing such information as the department may require in relation to the cases pending or to be brought before the court.

The compensation proposed by the department is upon all net amounts deposited in the treasury for distribution; where the amount is $10,000, or more, a fee of two hundred dollars ($200) and a commission of one per cent., but not in any case to exceed one thousand dollars ($1,000.) Upon amounts less than $10,000, a fee of one hundred dollars ($100) and a commission of two per cent. The fee and per-centage to be a charge upon the amount deposited, and to be deducted from it before distribution.

This compensation, being liberal in the view of the department, is to be considered as contingent upon condemnation, and your services would be expected to continue in every case, without further charge, until a termination of judicial proceedings.

Should you accept the appointment on these terms, be pleased to enter at once upon the discharge of the duties, and advise the department.

I am, very respectfully, your obedient servant,

GIDEON WELLES.

FRANCIS H. UPTON, Esq., *New York.*

EXHIBIT 31.

Memorandum in relation to fees of counsel to the captors in prize cases.

	Name of vessel.	Costs taxed.	Costs as per app't.	Excess.
Before app't..	Schooner Agnes H. Ward and cargo...	$475 00	$369 04	$105 96
Do.....	Schooner Shark and cargo	201 00	171 17	29 83
Do.....	Schooner Falcon and cargo	182 00	147 85	34 15
Do.....	Schooner Soledad Cos and cargo.....	174 00	164 46	9 54
Do.....	Schooner Venus and cargo.....	210 00	190 30	19 70
Do.....	Sloop Sarah and cargo.....	255 00	222 76	32 24
Do.....	Schooner Lizzie Weston and cargo....	962 00	875 47	86 53
Do.....	Schooner Edw'd Barnard and cargo...	493 00	486 89	6 11
Do.....	Schooner Lucy C Holmes and cargo...	497 00	457 93	39 07
Do.....	Schooner Joanna Ward and cargo.....	250 00	210 14	39 86
Do.....	Schooner Major Barbour and cargo....	645 00	562 89	82 11
Do.....	Sloop New Eagle and cargo.....	255 00	236 24	20 76
Do.....	Schooner Henry Middleton and cargo...	445 00	402 12	42 88
After app't ...	1,253 bags of rice.....	187 00	160 72	26 28
Do.....	Schooner Comet	152 00	145 54	6 46
Do.....	Schooner J. J. Crittenden.....			
Do.....	Schooner America.....			
Do.....	Schooner Lynn Haven and cargo.....	240 00	231 96	8 04
Do.....	Schooner Lovely Belle and cargo	144 00	137 60	6 40
Do.....	Schooner Nathaniel Taylor.....	134 00	128 10	5 90
Do.....	Schooner John and cargo.....			
Do.....	Schooner Sarah and Caroline and cargo.	166 00	164 08	1 92
Do.....	Schooner Alice and cargo	122 00	116 64	5 36
Do.....	Schooner (unknown) and cargo.....	140 00	133 68	6 32
Before app't..	Schooner Garrone and cargo	160 00	141 02	18 98
Do.....	Schooner J. W. Wilder and cargo	445 00	411 87	33 13
Do.....	Steamboat Henry Lewis and cargo....	573 00	532 96	40 04
Do.....	Schooner A. J. View and cargo.....	362 00	340 34	21 66
Do.....	Schooner Gipsy and cargo	290 00	255 30	34 70
After app't...	Steamer Ellis and armament.....	380 00	374 44	5 56
Do.....	Schooner Albemarle	110 00	105 00	5 00
Do.....	Steamer Albemarle.....			
Do.....	Schooner Old North State.....	350 00	353 72	.....
Do.....	Schooner Susan Ann Howard & cargo			
Do.....	Sloop Jeff. Davis.....			
Do.....	Schooner Jas. Norcom and cargo	144 00	137 60	6 40
Do.....	Brig Henry C. Brooks and cargo	727 00	669 72	57 28
Before app't..	Schooner Albion and cargo.....	165 00	117 10	47 90
Do.....	Schooner Flash and cargo.....	150 00	127 36	22 64
Do.....	Schooner Zavalla and cargo.....	182 00	156 56	25 44
Do.....	Schooner Pioneer and cargo.....	145 00	127 16	17 84
After app't...	Schooner H. M. Johnson and cargo...	190 00	130 74	59 26
Before app't..	Schooner Wave and cargo	225 00	185 82	39 18
After app't...	Schooner Annie and cargo.....	306 00	281 02	24 98
Before app't..	Schooner J. G. McNeil and cargo.....	228 00	204 58	23 42
After app't...	103 casks rice from schr. J. S. Waring..	174 00	152 28	21 72
Do.....	Schooner Louisa Agnes and cargo	125 00	Deficiency..	125 00
Before app't..	Schooner Mars and cargo	122 00	Deficiency..	122 00
After app't...	Brig Hallie Jackson and cargo	190 00	140 20	49 84
Do.....	Schooner Actor and cargo.....	156 00	129 86	26 10
		12,228 00	10,790 23	1,441 49

EXHIBIT 33.

DEPARTMENT OF PUBLIC CHARITIES AND CORRECTION,
New York, April 25, 1862.

MY DEAR SIR: The affair I spoke to you about I have thoroughly investigated, and find that the whole thing is correct.

Yours truly,

J. H. DRAPER.

ROB'T MURRAY, Esq.

This note refers to the coffee of the Soledad Cos.

R. M.

EXHIBIT 31.

NEW YORK, *January* 6, 1863.

Sold for account of Messrs. Ward & Gore to Messrs. Sturges, Bennet & Co.:

315 bags Rio coffee, as it runs, without rejection for must or damage, at 26 cents per pound, cash, less three per cent.

Coffee to be received at Seller's stores, in Brooklyn, they allowing five cents per bag for expense of cartage or lighterage to New York.

WM. SCOTT & SON, *Brokers.*

Memorandum of sales of 314 *bags Rio coffee purchased of Messrs. Ward & Gore through Wm. Scott & Son, January* 6, 1863.

115	bags,	January	7, at	27½,	four months.
50	"	"	13, at	28¼,	cash, less two per cent.
113	"	"	15, at	28½,	four months.
10	"	"	16, at	28½,	four months.
11	"	February	5, at	29½,	four months.
15	"	May	8, at	30,	four months.
314					

Wm. Scott & Son's quotations for ordinary Rio coffee.

December 9, 28½ to 29; December 16, 28 to 28½; December 23, 27 to 27½; December 30, 27; January 6, 27 to 27½; January 13, 28 to 28½; January 20, 28 to 28½; January 27, 28½ to 29; February 3, 30 to 30½; February 10, 30 to 30½; May 5, 30 to 30½.

JONA. STURGES.

EXHIBIT 36.

OFFICE OF THE DISTRICT ATTORNEY OF THE UNITED STATES
FOR THE SOUTHERN DISTRICT OF NEW YORK,
New York, April 24, 1863.

SIR: Referring to your letter of the 20th instant, already acknowledged, I transmit herewith a statement of prize sales in which reclamations or re-

ductions of bids have been granted. I have caused a careful examination of my prize register, and of the court records. I believe the statement to be complete as respects both the list itself and the facts relating thereto. It is possible, however, though not probable, that cases may have been overlooked. If a reclamation was ever allowed without an application to the court, it has been without my knowledge.

The proceedings in the within cases have been regularly taken as follows: The claimants applied by sworn petitions for relief. I refused from the first to consent to any allowance or reduction without an investigation into the grounds therefor. Accordingly, orders of reference were made by the court to the prize commissioners, or either of them. In each of the within cases evidence was produced and written reports were filed. Basing my action upon these reports, I consented to the order of reclamation, allowance, or reduction in nearly all the cases—I presume in all of them excepting one. That one is the Ann, and on the order in that case, in my absence at Washington, one of my assistants, Mr. Allen, wrote what was equivalent to a consent. It is proper to state, however, that, had I been at home, I should myself undoubtedly have consented to the order, relying, as I should, upon the elaborate examination and report of Mr. Owen, in whose judgment and character I, in common with the profession and the community, repose entire confidence.

The doctrine was well settled by courts of equity in the days of Story and Kent, that where a mistake in fact is made by a purchaser at a sheriff's or marshal's sale, such purchaser might be relieved upon a proper application. These cases were conducted and allowed in accordance with this principle. As the law and practice stood, a denial of relief where the testimony sustained it would, in my judgment, have been illegal and inequitable. (See Calverley *vs.* Williams, 1 Vesey, jr., Reports, 210 ; 1 Story's Equity Jurisprudence, page 144.) It is due to Mr. Upton, counsel for prize captors, to say that he uniformly opposed such allowances on the ground that the rule of *caveat emptor* applied in every case. My opinion was that such was not the law, but that the marshal could at the sale announce as a condition that a purchaser should bid at his own risk both as to quantity and quality. This is now done by the marshal under circular instructions from the Navy Department.

In January last I learned, I think from one of my assistants, Mr. Andrews, that it was stated that Messrs. Ward & Gore, to whom a reduction in their bid as purchasers in the case of the Ann had been granted, had sold the goods purchased by them at such prices as to impeach the propriety of the order made in their behalf. I immediately addressed a letter of inquiry to the marshal. His reply charged, in substance, that Mr. Owen had been imposed upon by false testimony. I thereupon sought an interview with the counsel of Messrs. Ward & Gore, commenced the preparation of an application to vacate the order, and wrote to them personally that unless they consented to such vacation I should move the court to direct it. I ascertained that they held disputed accounts against the marshal for the storage of prize property, and that upon any settlement of such accounts a sum would be due them far exceeding the amount allowed in the order. The government and captors were therefore secure against any loss. Messrs. Ward & Gore, whom I had never before seen, called upon me, as did also their counsel, Messrs. J. H. Gray and Erastus C. Benedict. They alleged that a rise in the market enhanced the value of the goods purchased at the sale of the cargo of the Ann. I replied that, admitting this, they would lose nothing in consenting to a vacation of the order, and that if they did not consent, I should move a reinvestigation to the end that the real facts might

be established. Against the advice of Mr. Benedict, as I understood, they consented; and upon my application, the court vacated the order, and directed a re-examination of the case. Messrs. Ward & Gore have not moved on any proceedings under the order for a re-examination, and I have long since advised the marshal to pay into the treasury the proceeds of the sale. As already stated, the conditions of sales as now conducted put an end to all reclamations or reductions of bids in prize cases.

In concluding this letter, it is proper to add a few words upon the relations of a district attorney to proceedings in prize. Those relations are established and circumscribed by law. When a prize is brought into port it comes with all the papers consigned to the district judge. By him the property and papers are committed to the prize commissioners, who exercise an exclusive custody and control until a libel is filed by the district attorney, whereupon such custody is remitted to the marshal. The law then charges the marshal with the keeping and care of the vessel and cargo. The papers remain in court. The marshal is directly responsible to the government. The law requires from him bonds with sufficient sureties. The district attorney prosecutes the case according to his judgment; he applies for orders and for judgments; but the property itself is never confided to his hands; neither are the proceeds. All moneys go to the marshal, to be by him paid in ordinary cases to the clerk, and in prize cases to the treasury. The district attorney gives no bonds, because no property and no money can come to his hands. So with prize sales: The law confides these to the marshal. The district attorney is bound to attend to his duties at his office and in the courts. The execution of a decree is not with him. He does not attend sales, nor dictate the manner of conducting them. He is only to see that the marshal makes proper returns to the court. Each officer has his duty and his responsibility. The district attorney is not a detective. He has no clerical or police force with which to investigate general charges against citizens or officials. He can only request the marshal to use the force at his command in any proper case. As a prosecuting officer, it is the duty of the district attorney to receive information, and where a credible person makes a specific affidavit, charging, upon his knowledge, that a specific crime against the United States has been committed, it is his duty to lay the charge before a United States commissioner or a grand jury, and if against a commissioned officer, before the authorities at Washington.

Officials high and low are uniformly subjected to more or less denunciation, often just and often unjust. I rejoice in the action of your committee of merchants, because, first, you will be able to determine whether any and what official frauds in prize cases have been committed; and, secondly, if they have been, to separate the guilty from the upright. Prize adjudications have been vexatiously obstructed by technical and litigious counsel of guilty British owners. Expenses of storage and custody have been swelled by unreasonable opposition to interlocutory sales, whereby cargoes and ships might, in high markets, have yielded liberal proceeds to be kept without expense in the United States treasury. So far as legitimate costs, as distinguished from alleged disbursements, are concerned, they will be found reasonable. The charges made for storage and other expenses incurred in the custody and care of the property have been subjects of complaint by myself and others. The trials and decisions in prize cases have been almost uniformly prompt and summary. We have been delayed by appeals. The recent decisions of the Supreme Court and the recent act of Congress will reduce disbursements and expenses, and will expedite prize proceedings in New York. Your committee will expose abuses, or

dispel the suspicion of their existence. I shall be happy to give, personally or otherwise, any further information in my possession, believing that the pending investigation will be productive of good public results.

I am, sir, very respectfully, yours,

E. DELAFIELD SMITH,
United States District Attorney.

Hon. MOSES H. GRINNELL,
Chairman Committee of Merchants.

EXHIBIT 37.

United States district court.

THE UNITED STATES
vs.
282 BALES COTTON, 222 BARRELS ROSIN, &c., brought to New York in schooner Napoleon.

The petition of D. Nevins & Co., through their attorneys, Messrs. Martin & Smith, was presented to the court, setting forth that the petitioners had purchased a quantity of cotton at a sale of the United States marshal, to the value of over forty thousand dollars, and that after its delivery to them, they found there was less in quantity than had been represented to them at the time of sale.

The court referred the whole matter to the prize commissioners for examination and report. After examination, one of the prize commissioners, Mr. Elliott, reported to the court that the facts stated in the petition were true, and that there ought to be refunded to Messrs. Nevins & Co. the sum of $3,942 12.

The court confirmed this report, and on the 13th of September, 1862, directed the marshal to repay that amount.

THE UNITED STATES
vs.
556 BARRELS AND 64 CASKS OF ROSIN.

The petition of Messrs. Farrin & Reilly was presented to the court, September 13, 1862, through their attorneys, Messrs. Beebe, Dean & Donohue, claiming a reclamation on some of the rosin, (purchased by them,) on account of a deficiency in the quantity.

The court referred the matter to the prize commissioners. One of the prize commissioners (Mr. Owen) reported that there ought to be refunded the sum of $126 90.

The court adopted the report, and on the 15th of September, 1862, directed the entry of an order in accordance therewith.

THE UNITED STATES
vs.
121 BARRELS OF OIL, 1,331 BARRELS OF ROSIN, PITCH, AND TURPENTINE, AND 257 CASKS OF ROSIN, per schooner Emily.

The petition of W. H. Lockwood was presented through his attorney, J. H. Gray, on the 23d of September, 1862, claiming a reclamation upon some oil and naphtha purchased by him, on account of a deficiency in the quantity.

The court referred the matter to the prize commissioners, upon whose report that there ought to be refunded the sum of $254 89, the court, on the 10th of October, directed that amount to be repaid to the petitioners.

THE UNITED STATES
vs.
THE STEAMER ANN AND CARGO.

The petition of Messrs. Ward & Gore was presented to the court, through their attorney, W. J. Osborn, on the 16th of December, 1862, praying for a reclamation on a quantity of tea and coffee purchased by them. They claimed that the tea and coffee were bought by them under the belief that the same were in good and sound condition, but that after delivery they found them to be badly damaged.

The court referred the matter to the prize commissioners, and Mr. Owen, one of the prize commissioners, reported in favor of the application, advising that a deduction be made from the price bid for the coffee, of ten cents per pound, and from the price bid for the tea, of ten and one-half cents per pound. The court confirmed this report, and on December 19, 1862, granted an order, directing that a reduction be made in accordance with the recommendation of Mr. Owen. The amount thus deducted was between nine and ten thousand dollars.

On March 14, upon the application of the district attorney, and upon the consent and application of Messrs. Ward & Gore, an order was made by the court, vacating the order of December 19, 1862, and referring the matter back to Mr. Owen for further proof and examination.

THE UNITED STATES
vs.
THE STEAMER STETTIN AND CARGO.

The petition of Charles Jenkins was presented to the court through J. H. Gray, his attorney, asking a reclamation upon a quantity of sheetings purchased by him as being in good condition, but afterwards found to be damaged.

The matter was referred by the court to the prize commissioners, and one of them, Mr. Elliott, reported that the petitioners were entitled to a deduction of $885 66. The court confirmed the report, and an order was entered in accordance with it on January 8, 1863.

EXHIBIT 48.

United States district court for the southern district of New York.

vs. } Monition ret'ble term, 18
Proctor.
Claim, $

18 .		Marshal's costs.		Disbursements.		Remarks.
	Service of attachment.....					
	Advertising					
	Proclamations.....					
	Marshal's expense of custody					
	Commission on $, at *1* per cent.					
	Commission on $, at ½ per cent.					
	Serving venditioni exponas.....					
	Advertising sale.....					
	Printer for advertising					
	Commissions on sale, viz:					
	On $, at 2½ per cent.....					
	On $, at 1¼ per cent.....					
	Storage.....					
	Insurance.....					
	Commission on $ disbursement.					
	Order to discharge and copy 2 folios.					
	Amount of disbursements.....					
	Draft & copy of costs, 4 fol. at 10 cts.					
	Copy of costs to file, 2 fol. at 10 cts.					
	Taxed at.....					
	Dollars, 18					

——, *Clerk.*

The above taxation of the marshal's disbursements approved, pursuant to the consent, in writing, on file in the clerk's office, by the district attorney and counsel for captors.

Dated , 186 .

Robert Murray, United States marshal for the southern district of New York, being duly sworn, deposes and says, that the services stated in the foregoing account, and in the vouchers therein referred to, have been rendered as therein stated, and all the expenses were necessary and proper, and that all the items charged are correct and legal, and the amounts thereof justly due as therein stated, as he verily believes.

Sworn before me this day of , 186 .

U. S. Marshal.

EXHIBIT 50.

GOODS PURCHASED BY WARD & GORE.

Major Barbour.

2 pieces Perceill muslin, at 14 cents, 40 yards each.....	$11 20
3 tins fruit, at 50 cents each.....	1 50

Schooner Albert.

15 boxes preserved fruit, at \$3 37¼ each	\$50 55

J. G. McNeil.

1 mat coffee, at 20 cents per pound	\$42 00

1254 bags paddy rice, at \$2 25 per bushel	\$5, 571 00
Took it at \$1 67 per bushel	4, 134 92

Stettin.—First sale.

100 kegs bi-carb. of soda	\$600 00

Stettin —Second sale.

1 case women's corsets	\$95 00
4 casks ceratum sirup	25 00
1 case morphiæ murias	225 00
210 boxes Chance's sheet window-glass	625 00
315 pigs lead, (Liverpool lead,) at 7⅞ cents per pound	3, 534 62
28 cases Jno. De Kuyper & Son's gin	165 00

Steamer Ann.

293 chests Congo tea, at 44½ cents	\$11, 070 27
310 bags Rio coffee, at 30 cents	13, 182 30

EXHIBIT 51.

At the second sale of the cargo of the steamer Stettin, Messrs. Ward & Gore purchased the following goods, and did not take them, viz:

Lot.		
37.	1 case women's corsets	\$95 00
	Resold for	80 50
	Loss	14 50
87.	4 casks ceratum sirup	\$25 00
	Resold for	25 00
91.	1 case morphiæ murias	\$225 00
	Resold for	205 00
	Loss	20 00
93.	210 boxes Chance's sheet window-glass	\$625 00
	Resold for	410 00
	Loss	215 00

120. 315 pigs Liverpool lead, at $7\frac{7}{8}$ cents per pound, 44,884 pounds	$3, 534	62
Resold for $5\frac{1}{2}$ cents per pound	2, 468	62
Loss	1, 066	00
125. 28 boxes Jno. De Kuyper & Son's gin	$115	00
Resold for	85	00
Loss	30	00

EXHIBIT 52.

We, the undersigned, merchants and underwriters, certify that two and one-half of one per cent. is the regular commission for sales of merchandise at auction without guarantee.

M. H. GRINNELL,
President Sun Mutual Insurance Company.
CHARLES DENNIS,
Vice-President Atlantic Mutual Insurance Company.
F. S. LATHROP,
President Union Mutual Insurance Company.
ELWOOD WALTER,
President Mercantile Mutual Insurance Company.
MOSES TAYLOR.
EDWARD MINTURN.

NEW YORK, *September* 22, 1862.

EXHIBIT 25.

District court of the United States for the southern district of New York.

THE UNITED STATES
vs.
THE ————, HER TACKLE, &C., AND CARGO, TAKEN AS PRIZE.

Prize commissioners' charges and expenses in this case.

Proceeds of cargo	$	
Proceeds of vessel		
	$	
For attending on, receiving, and entering notice of the capture, and ascertaining the particulars thereof; receiving the documents and papers found on board the captured vessel; marking and numbering the same; drawing and taking the deposition of the prize-master identifying the same, and drawing a receipt to him therefor	$5	50
For proceeding to and taking possession of the captured property; taking information in reference to the situation and condition thereof, and whether bulk had been broken, &c.;		

placing the seals of the commissioners upon the hatches, &c.; examining into the safety of the property, and attending to the proper care and protection thereof, &c..... $25 00

For attending on taking the deposition of *in preparatorio*, $3; drawing his deposition, fol. , at 20 cents per folio, $; oath 10 cents; marking exhibits, 10 cents each.....

For attending on taking deposition of in do., $3; drawing his deposition, fol. , $; oath 10 cents; marking exhibits.....

For attending on taking deposition of in do., $3; drawing his deposition, fol. , $; oath 10 cents; marking exhibits.....

For attending on taking deposition of in do., $; drawing his deposition, fol. , $; oath 10 cents; marking exhibits.....

For notice to the marshal of the examination of each witness, 50 cents each.....

For the like notice to the commandant of the navy yard, 50 cents each.....

For notice to the United States district attorney that the witnesses had been examined, and that the testimony will be returned if no more are produced, and serving same..... 50

For attending and examining cargo to ascertain if perishable, &c., for each attendance, $5.....

For drawing deposition of persons aiding in such examination, as to the condition, &c., $2 50 each.....

For drawing and engrossing report thereon to the court, fol. , at 30 cents per fol., $; delivering same to United States district attorney, 50 cents..... 3 00

For attending in court on presentation of the report, &c.....

For attending days on discharging the cargo under an order of court; taking marks and numbers of packages, and making an inventory thereof, to be filed, at $5 per day.....

For drawing and engrossing depositions of witnesses, who were employed in the work, as to the faithfulness in which it was done, &c., at $2 50 each.....

For drawing and engrossing report thereon to the court, fols., at 30 cents, $; filing the same, with the affidavits.....

For attending days, and appraising the cargo and arranging it for sale, at $5 per day.....

For drawing depositions of persons, experts, as to the value of the cargo, in aid of the appraisal, at $2 50 each.....

For drawing and engrossing report thereon, fols., at 30 cents per fol., $; filing the same, with the affidavits annexed and notice thereof to the marshal, 50 cents.....

For attending days on appraisal of the vessel, at $5 per day..

For drawing deposition of experts as to her value, at $2 50 each.....

For drawing and engrossing report thereon, fols., at 30 cents per fol., $; filing same, with affidavits annexed and notice thereof to the marshal, 50 cents.....

For attending and preparing advertisement of sale, and superintending publication thereof, and preparing terms of sale..... 5 00

For attending on the sale of vessel and cargo days, at $5 per day.....

For drawing bill of costs and charges, with written notice of taxation to the proctors of the respective parties..... $2 50
For custody fees for taking and holding the prize property until it passed into the charge of the marshal, being than 30 days, the same fees as are allowed by law to him for custody fees, viz: per cent. on $ the gross proceeds thereof.....

If less than $5,000, 2 per cent., if less than 30 days; 2½ per cent. if more than 30 days.

If more than $5,000, 1 per cent., if less than 30 days; 1½ per cent. if more than 30 days.

In obedience to the third section of the act of Congress approved March 25, 1862, and in view of the evidence above furnished, and "upon due consideration of the facts and circumstances in this case, and of the services actually rendered therein," I adjust and determine that the sum of is "a just and suitable compensation to the prize commissioners for their services in the above prize case and proceedings," at which sum I tax the same, and for disbursements the further sum of $.

AUGUST , 1862.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Henry H. Elliott and Edward H. Owen, prize commissioners for the said district, being each severally duly sworn, say, and each for himself says, that the foregoing bill is true and correct, according to the best of their knowledge, information, and belief; that the charge of $ above mentioned is not more than a just and suitable compensation for their services in this cause, as they verily believe.

NEW YORK, , 1862.

SIRS: Take notice that a bill of charges (with a copy of which you are herewith served) will be presented for adjustment to his honor Judge , at the United States court-rooms in the city of New York, on the day of , at o'clock a. m.; and a motion will then and there be made that said bill, when adjusted, be paid out of the moneys deposited in the registry of this court to the credit of this cause, and for such further or other order as the case may require.

Yours, &c.,

EDWARD H. OWEN,
HENRY H. ELLIOTT,
Prize Commissioners.

E. DELAFIELD SMITH, Esq.,
United States District Attorney.
, Esq.,
Claimant's Proctor.

EXHIBIT 15.

OFFICE OF THE UNITED STATES PRIZE COMMISSIONERS
FOR THE SOUTHERN DISTRICT OF NEW YORK,
39 *Chambers street, New York, December* 17, 1862.

DEAR SIR: Messrs. Ward & Gore are entitled to the utmost accommodation in taking away their purchases. If it is more convenient for them to take them away one lot at a time, *paying for them as fast as they take them*, I am sure it is a very small favor to grant, and one which you will not

refuse. It is, no doubt, a *little* more tróuble to you; but I think you can afford to grant them the accommodation, and I have no doubt you will do it willingly and cheerfully.

Yours truly,

HENRY H. ELLIOTT.

S. DRAPER, Esq.

EXHIBIT 14.

NEW YORK, *February* 4, 1863.

SIR: Yours of this morning is received. The return of commissions earned under an established precedent and settled by all past sales of the marshal, both revenue and prize, and by the courts, as well as by agreement, is demanded.

I have no idea that any department of the government, understanding the facts in the case, would see any justice in making the change. At all events, I can see no reason for it myself, and therefore decline to make the return of the same

I am aware of reasons for the attack on me, and shall be able to make it appear to you and to Mr. Upton, as well as others, that it is the result of a different motive than that which is exhibited in the note of Mr. Upton.

Your obedient servant,

S. DRAPER.

ROBERT MURRAY, Esq.,
United States Marshal.

EXHIBIT 13.

NEW YORK, *January* 14, 1863.

SIR: My attention has been called to the charge, in your accounts for services and expenses in prize cases, of two and one-half per centum upon the proceeds of sales for auctioneer's commissions. These charges have been the subject of considerable complaint, and like ones having been made in the district of Massachusetts, they were objected to by the district attorney; and the court (Judge Sprague presiding) decides that they could not be allowed as made, but that the compensation of the auctioneer must be a reasonable one, depending upon the circumstances of each particular case. I am of opinion that the view thus taken is correct, and I deem it my duty so to advise you, and to add that the district attorney will be instructed to resist the allowance of charges not regulated by this rule.

Respectfully and truly,

EDWARD JORDAN, *Solicitor.*

ROBERT MURRAY, Esq.,
United States Marshal.

At a stated term of the district court of the United States of America for the southern district of New York, held at the United States ccurt-rooms, in the city of New York, on Saturday, the 25th day of April, in the year of our Lord one thousand eight hundred and sixty-three.

Present, the Hon. Samuel R. Betts, district judge.

THE UNITED STATES
vs.
THE STEAMER PETERHOFF AND CARGO. } In prize.

On reading and filing the affidavit of E. Lewis, the prize master of the captured vessel herein, with the notice of motion of F. H. Upton, the counsel for the captors, and also the notice of the like motion by E. Delafield Smith, United States district attorney, and after hearing the district attorney and said counsel for the captors in support of said motion, and A. F. Smith and L. Sherwood, esq., in opposition thereto: now, on motion of said district attorney of the United States and counsel for the captors, it is ordered that the marshal of the United States, having the custody of the captured property herein, without any unnecessary delay, cause the cargo of the steamer Peterhoff to be unladen and stored in a safe and conveniently situated warehouse, and one having sufficient accommodations for the unpacking and inspection of said cargo, and that such unlading and storing be done only in the presence of the persons next hereinafter named.

And it is further ordered that Edward Gerard, Henry H. Elliott, and Orison Blunt, esq., be, and they are hereby, appointed to examine and make a true and perfect inventory of the said cargo, upon the unloading thereof; that they open the boxes, cases, and bales containing the same, and remove the contents thereof, so far as in their judgment it is necessary to do so in order to ascertain the nature and quality of said cargo, and that with all convenient speed to return into court the said true and perfect inventory, together with their certificate of the particulars, names, descriptions, and assortments of the goods therein set forth, with their marks and numbers, and the nature, use, quantities, and qualities thereof, and any fact that they may discover and deem material in the premises.

And it is further ordered that the marshal allow no person to be present at the unlading and storing, opening and inspection of said cargo, other than the persons above named and the prize commissioners, and the laborers by him employed in the work; and after inspection thereof to the entire satisfaction of the persons above named, to enable them to perform the duties specified, that the same be returned to their original cases, boxes, and bales, as nearly as possible in the condition in which they were found, and that said cargo be placed under the seals of the prize commissioners, impressed upon the doors, locks, or fastenings of the loft or lofts in which the same is deposited, thus to remain until the further order of the court thereon.

SAMUEL R. BETTS.

We consent to the form of the foregoing order.

E. DELAFIELD SMITH,
United States District Attorney,
F. H. UPTON,
Counsel for the Captors.

A true copy.

GEORGE F. BETTS, *Clerk.*

NEW YORK, *May* 27, 1863.

SIR: Having been attending the Supreme Court in important lawsuits for more than a week past, and still unable for the same reason to appear before you personally on the prize investigation pending before you, to prevent misconstruction we are induced to address you this.

It sufficiently appears in the evidence taken by you that we have now

pending before the courts several controversies in relation to our claims for reclamation and storage, and for other services rendered by us to prize property.

We are private citizens, warehousemen, and hold no official relation to the government, and our claims are of a special and peculiar character, solely of a business nature, and can be properly decided only after long trials, requiring the examination of many witnesses.

If you, sir, had the power to compel the attendance of our witnesses, and to adjudicate upon our bills, and enforce their payment, we should, with great pleasure, submit our controversies to you, and abide the result; but we are compelled to try our cases before the court, and now, that all the officials and their deputies have been examined before you, with the result that appears, we do not see that our attending before you can have any effect except to submit our controversies, which are now before the court, to such an extra-judicial examination as might seriously prejudice our just claims in those cases.

We, therefore, under the advice of our counsel charged with those cases, are compelled respectfully to decline to offer ourselves and our witnesses for examination before you.

With assurances of great respect for you, and the proper purpose of your investigation,

We are, very truly, your most obedient servants,

WARD & GORE.

Hon. EDWARD JORDAN,
Solicitor of the Treasury.

Net earnings of Robert Murray, United States marshal for the southern district of New York, from the 20th of April, 1861, to the 31st of December, 1862, inclusive.

From April 22, 1861, to June 30, 1861, inclusive.....	$950 56
From July 1, 1861, to December 31, 1861, inclusive.....	2,930 47
From January 1, 1862, to June 30, 1862, inclusive.....	2,126 80
From July 1, 1862, to December 31, 1862, inclusive.....	191 89
	6,199 72
Maximum compensation allowed by law from April 22 to June 30, 1861, at the rate of $6,000 per annum	$1,149 98
Ditto, from July 1, 1861, to December 31, 1861, inclusive.....	3,000 00
Ditto, from January 1, 1862, to June 30, 1862, inclusive.....	3,000 00
Ditto, from July 1, 1862, to December 31, 1862, inclusive.....	3,000 00
	10,149 98
Maximum for above periods.....	$10,149 98
Net earnings for above periods	6,199 72
Short	3,950 26

Notice.

This cargo is sold as damaged, and some of it is stated to be very badly damaged. It appears to have been damaged by turning water in upon the cargo, either when the capture was about to be made or immediately after, in order to destroy vessel and cargo if possible.

To prepare the cargo for sale has required much more time than was expected, and to make a fair exhibit of it, so as to afford all buyers an equal chance to examine it, required more room than was at the command of the marshal and prize commissioners at any cost which they were justified in making. It is therefore offered now for sale in its damaged condition, with the full and frank statement of the fact.

It will be sold in lots as numbered on the catalogue, and no reclamation will be allowed or considered either for quality, condition, or quantity.

The quantity stated in the catalogue is in each and every case believed to be substantially accurate. Each lot will be sold as a lot, and each lot will be delivered as sold, without examination by the purchaser, except that all articles subject to be weighed will be weighed by a sworn city weigher, and all liquids subject to gauge will be gauged by a sworn city gauger.

Terms of sale, cash, in legal tender currency, at 36 Pine street, as stated on the catalogue; each lot will be delivered, without division, at the rear of the store, by Ward & Gore, on the presentation of a bill receipted by the auctioneer in the order of their presentation.

No lots will be delivered until Tuesday next, and thereafter as soon as ready.

The property is at the risk of the buyer from the hour of sale.

R. MURRAY,
United States Marshal.
H. H. ELLIOTT,
United States Prize Commissioner.

United States district court.

THE UNITED STATES
vs.
THE STEAMER "STETTIN," her tackle, &c., and cargo. } In prize.

I, George F. Betts, clerk of the district court of the United States for the southern district of New York, do hereby certify that in the above cause a motion was made on the 17th June, 1862, to have the said above-named vessel appraised; that on the 20th day of said June the court appointed Moses H. Grinnell, esq., as sole appraiser; that on the 28th of said June said Grinnell took the oath of appraiser, and became qualified to act as such; that on the 1st of July thereafter said Grinnell made his said report as appraiser, appraising the value of the steamer Stettin at $82,500; that said report was filed on the 8th of said July; that the bill hereto annexed is a true copy of said Grinnell's original bill, sworn to by him, for his services as such appraiser, amounting to $250, and now on file in my office; that on the 27th day of January, 1863, the court ordered payment of said Grinnell's bill out of the proceeds subject to the order of the court.

I further certify that on the 16th August, 1862, an application was made on behalf of the United States for said steamer Stettin; that on the 20th of said August the court appointed Benjamin F. Delano, United States naval constructor; B. F. Garvin, chief engineer, United States navy; and Robert

Mackie, of the firm of Barclay & Livingston, merchants, as appraisers, to appraise said vessel; that on the 21st August said Delano, Garvin, and Mackie took oath and became qualified; that on the 25th of said August the said Delano and Garvin filed their report, appraising the value of the said vessel for the use of the United States navy at $50,000, and on the same day the said Mackie filed a separate report, appraising said vessel at $65,000; the said several paper writings, herein mentioned, being now on file and remaining of record in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court this twelfth day of May, in the year of [SEAL.] our Lord one thousand eight hundred and sixty-three, and of our independence the eighty-seventh.

GEO. F. BETTS,
Clerk United States District Court for the Southern District of New York.

NEW YORK, *December* 31, 1862.

The United States to Moses H. Grinnell, Dr.

For services in appraising prize steamer "Stettin," under the orders of the United States district court, including sums paid to experts and others assisting in the appraisement $250 00

Received payment.

SOUTHERN DISTRICT OF NEW YORK, *ss:*

Moses H. Grinnell, being duly sworn, deposes and says, that the services in the foregoing bill have been rendered, and that the same is, in all respects, correct.

M. H. GRINNELL.

Sworn to before me January 10, 1863.

H. H. RICE,
Notary Public, New York City.

SOUTHERN DISTRICT OF NEW YORK.

UNITED STATES MARSHAL'S SALE

Of the cargo of the prize steamer Stettin, under the direction of the United States prize commissioners, by Simeon Draper, auctioneer, on Friday, November 7, 1862, at 11 a. m., at the Union Stores, Brooklyn.

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
			CLOTHS, DRY GOODS, BLANKETS, &c.	
1	L H & F A	1	18 pieces medium blue army cloth, 884¼ yards, 60 in.....	2
2	....do.....	2	17 pieces light blue army cloth, 838½ yards, 58 in., slightly damaged ...	2
3	....do.....	3 *a* 4	39 pieces dark blue army cloth, 52 in., 1,421½ yards.....	2
4	....do	5	30 pieces English fancy coatings, 1,658¼ yards, 52 in., damaged.....	2
5	....do.....	6	1 case, containing 18 pieces English coatings, 49 in.; 8 pieces black, 372 yards; 10 pieces brown, 522¾ yards. Total, 894¼ yards.	2
6	(F)	1 *a* 6	6 bales unbleached drillings, damaged, each 50 pieces, 30 yards; 9,000 yards.	2
7	....do.....	7 *a* 8	2 bales unbleached sheetings, 7-4s., damaged, each 25 pieces, average 53½ yards, 2,675 yards.	2
8	....do.....	9 *a* 10	1 bale unbleached shirtings; 1 case unbleached shirtings; slightly damaged; 108 pieces, 3,996 yards.	2
9	....do.....	11	1 bale unbleached sheetings, 7-4s., damaged, 25 pieces, average 65 yards, 1,625 yards.	2
10	....do.....	12 *a* 17	6 bales unbleached shirtings, 26 in., damaged; No. 12, 50 pieces, 39 yards; No. 13, 50 pieces, 37½ yards; No. 14, 50 pieces, 40 yards; No. 15, 50 pieces, 41½ yards; No. 16, 50 pieces, 37 yards; No. 17, 50 pieces, 37 yards. Total, 11,600 yards.	2
11	....do.....	18 *a* 21	4 bales unbleached shirtings, 32 in., damaged; No. 18, 40 pieces, 44 yards; No. 19, 40 pieces, 44 yards; No. 20, 40 pieces, 38½ yards; No. 21, 40 pieces, 38½ yards. Total, 6,600 yards.	2
12	....do.....	22 *a* 23	2 cases Canton flannel, 27 in., 35 pieces, 1,951 yards	2
13	....do.....	24 *a* 29	6 bales Osnaburghs, B B, damaged; No. 24, 50 pieces, each 33 yards; No. 25, 50 pieces, each 33 yards; No. 26, 50 pieces, each 33 yards; No. 27, 50 pieces, each 33 yards; No. 28, 50 pieces, each 32½ yards; No. 29, 50 pieces, each 32 yards. Total, 9,825 yards.	2
14	....do.....	30 *a* 41	12 bales army blankets, 60 by 80, 8 lbs. each, 50 pairs each, slightly damaged; total, 600 pairs.	2
15	....do.....	42 *a* 53	12 bales army blankets, 60 by 80, 8 lbs. each, 50 pairs each, slightly damaged; total, 600 pairs.	2
16	....do.....	54 *a* 59 60 61 63 64	10 bales army blankets, 60 by 80, 8 lbs. each, 50 pairs each, slightly damaged; total, 500 pairs.	2
17	....do.....	62 65	2 bales army blankets, 60 by 80, 8 lbs. each, 50 pairs each, slightly damaged; total, 100 pairs.	2
18	....do.....	66 67	2 bales gray flannel, 28 in. Total, 59 pieces, estimated 2,729 yards....	2
19	....do.....	68 69	2 bales mixed gray beaver cloth, damaged, each 10 pieces, estimated 65 yards. Total, 1,350 yards.	2
20	....do.....	70	1 bale striped gray beaver cloth, damaged, 12 pieces; estimated 45 yards. Total, 540 yards.	2
21	....do.....	71	1 bale mixed gray beaver cloth, damaged, 10 pieces, estimated 65 yards. Total, 650 yards.	2
22	....do.....	72 73	2 bales mixed gray beaver cloth, damaged, each 12 pieces, estimated 46 yards. Total, 1,104 yards.	2
23	....do.....	74 *a* 77	4 bales army blankets, 60 by 80, each 7 lbs., 50 pairs each, slightly damaged. Total, 200 pairs.	2
24	....do.....	78 *a* 85	8 bales army blankets, 56 by 76, each 7 lbs., 50 pairs each; slightly damaged. Total, 400 pairs.	2
25	....do.....	86 *a* 87	2 bales flannel, 28 in., red, blue, and white. Total, 48 pieces, estimated 2,217 yards.	2
26	....do.....	88 *a* 90	3 bales flannel, 27 in., red and blue: No. 88, 30 pieces, estimated 45 yards; No. 89, 30 pieces, estimated 46 yards; No. 90, 30 pieces, estimated 45½ yards. Total, 4,095 yards.	2
27	....do.....	91 *a* 92	2 bales shoe and saddler's thread, damaged, estimated 600 lbs. each....	2
28	....do.....	93 *a* 94	2 bales bleached shirtings, 7-8, damaged, each 35 pieces, estimated 1,900 yards; total, 3,800 yards.	2
29	....do.....	95 *a* 98	4 bales bleached shirtings, 26 in., damaged; No. 95, 25 pieces, average 100 yards; No. 96, 25 pieces, average 99 yards; No. 97, 25 pieces, average 99 yards; No. 98, 25 pieces, average 99 yards. Total, 9,925 yards.	2
30	....do.....	99 *a* 103 105 *a* 106	7 bales bleached shirtings, 7-8, damaged; No. 99, 50 pieces, 53½ yards; No. 100, 50 pieces, 53½ yards; No. 101, 50 pieces, 53½ yards; No. 102, 50 pieces, 53½ yards; No. 103, 50 pieces, 53½ yards; No. 105, 50 pieces, 54 yards; No. 106, 50 pieces, 54 yards. Total, 18,775 yards.	2

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
32	(F)	107 *a* 114	8 bales bleached shirtings, Croydon finish, 29 in., damaged; No. 107, 25 pieces, 73½ yards; No. 108, 25 pieces, 73½ yards; No. 109, 25 pieces, 73½ yards; No. 110, 25 pieces, 74 yards; No. 111, 25 pieces, 73½ yards; No. 112, 25 pieces, 74½ yards; No. 113, 25 pieces, 73½ yards; No. 114, 25 pieces, 74½ yards. Total, 14,761 yards.	2
33	....do.....	115 *a* 126	12 bales bleached shirtings, 29 in., damaged; No. 115, 25 pieces, estimated 2,189 yards; No. 116, 25 pieces, estimated 2,190 yards, (repacked in a case;) No. 117, 25 pieces, estimated 2,194 yards; No. 118, 25 pieces, estimated 2,188 yards; No. 119, 25 pieces, estimated 1,838 yards; No. 120, 25 pieces, estimated 1,858 yards; No. 121, 25 pieces, estimated 1,850 yards, (repacked in a case;) No. 122, 25 pieces, estimated 1,837 yards; No. 123, 25 pieces, estimated 1,843 yards; No. 124, 25 pieces, estimated 1,850 yards; No. 125, 25 pieces, estimated 1,849 yards; No. 126, 25 pieces, estimated 1,850 yards. Total, 23,536 yards.	2
34	....do.....	127 *a* 134	8 bales bleached shirtings, Croydon finish, 31 in., damaged, each 25 pieces, 69½ yards, 1,737½ yards; total, 13,900 yards.	2
35	....do.....	135 *a* 136	2 bales bleached Croydon sheetings, 6-4s, damaged; No. 135, 25 pieces, average 69½ yards; No. 136, 25 pieces, average 54 yards; total, 3,087½ yards.	2
36	....do.....	138 *a* 143	6 bales bleached Croydon sheetings, damaged; No. 138, 9 pieces, 61 yards; No. 139, 9 pieces, 60½ yards; No. 140, 10 pieces, 56½ yards; No. 141, 10 pieces, 56½ yards; No. 142, 9 pieces, 56½ yards; No. 143, 9 pieces, 56½ yards. Total, 3,240½ yards.	2
37	....do.....	144 145	2 cases muslin de laine; No. 144, 48 pieces, 1,582 yards; No. 145, 48 pieces, 1,634 yards. Total, 3,216 yards.	2
38	....do.....	146 *a* 148 151 152 154 155	7 cases English prints; No. 146, 50 pieces, 1,302½ yards; No. 147, 30 pieces, 778 yards; No. 148, 50 pieces, 1,302½ yards; No. 151, 50 pieces, 1,248½ yards; No. 152, 50 pieces, 1,249½ yards; No. 154, 50 pieces, 1,248 yards; No. 155, 50 pieces, 1,245 yards. Total, 8,374 yards.	2
39	....do.....	149 150 153	3 cases English prints, damaged; No. 149, 50 pieces, 1,302¼ yards; No. 150, 50 pieces, 1,250 yards; No. 153, 50 pieces, 1,250 yards. Total, 3,802¼ yards.	2
40	....do.....	157 159 160	3 cases printed organdies; No. 157, 30 pieces, 1,490 yards; No. 159, 30 pieces, 1,499 yards; No. 160, 30 pieces, 1,497 yards. Total, 4,486 yards.	2
41	....do.....	156 158	2 cases printed organdies, damaged; No. 156, 30 pieces, 1,494 yards; No. 158, 30 pieces, 1,496 yards. Total, 2,990 yards.	2
42	....do.....	161 162	2 cases plaid barege; No. 161, 40 pieces, 2,039 yards; No. 162, 40 pieces, 2,120 yards. Total, 4,159 yards.	2
43	....do.....	163 *a* 170	8 cases "Chadwick's" white spool cotton, 200 yards; No. 163, 600 dozen assorted, 10 *a* 60; No. 164, 600 dozen assorted, 10 *a* 60; No. 165, 500 dozen assorted, 20 *a* 60; No. 166, 600 dozen assorted, 20 *a* 60; No. 167, 600 dozen assorted, 12 *a* 100; No. 168, 600 dozen assorted, 12 *a* 100; No. 169, 600 dozen assorted, 30 *a* 40; No. 170, 600 dozen assorted, 30 *a* 40. Total, 4,700 dozen.	2
44	....do.....	171	1 case, containing 358 gross mohair braid, 53 s., assorted colors: 312 gross mohair braid, 25 s., assorted colors; 5 gross lama lustre braid, (black,) 53, (2,) 65, (2,) 71, (1;) 10 gross alpaca braid, black, assorted, 49 *a* 81; 40 packages, each 6 lbs., Marshall & Co.'s linen thread; A, 25, 108; A, 30, 84; A, 35, 48. Total, 240 lbs.	2
5	do.....	172	1 case, containing 4 boxes, each 10 bundles black Italian sewing silk, 6 oz.; 29½ lbs. black silk twist, 2 oz. spools; 22 gr. gross U linen buttons, assorted Nos. 12 *a* 30; 32 gr. gross I linen buttons, assorted Nos. 12 *a* 30; 450 dozen Dutch linen tapes, assorted Nos. 15 *a* 53; 44 gr. gross pat. swanbill hooks and eyes, in boxes, white; 88 gr. gross pat. swanbill hooks and eyes, on cards, assorted, black and white; 12 gr. gross pat. swanbill hooks and eyes, in boxes, assorted, black and white.	2
46	....do.....	173 *a* 176	4 cases mosquito net, 90 in.; No. 3, No. 173, 85 pieces, 1,351 yards; No. 3, No. 174, 89 pieces, 1,435¼ yards; No. 4, No. 175, 75 pieces, 1,169¼ yards; No. 4, No. 176, 84 pieces, 1,255 yards. Total, 5,210 yards.	2
47	....do.....	177 *a* 180	4 cases mosquito net, 108 in.; No. 6, No. 177, 69 pieces, 1,041 yards; No. 6, No. 178, 83 pieces, 1,224 yards; No. 8, No. 179, 78 pieces, 1,074 yards; No. 8, No. 180, 64 pieces, 893 yards. Total, 4,232 yards.	2
48	....do.....	194 196 197 198 201 *a* 203 205	8 cases English prints, 25 in.; No. 194, 50 pieces, 1,515 yards; No. 196, 50 pieces, 1,278½ yards; No. 197, 50 pieces, 1,292 yards; No. 198, 50 pieces, 1,298 yards; No. 201, 40 pieces, 1,160 yards; No. 202, 50 pieces, 1,450 yards; No. 203, 50 pieces, 1,450 yards; No. 205, 50 pieces. 1,482½ yards. Total 10,926 yards.	2
49	....do.....	195 199 200 204	4 cases English prints, damaged; No. 195, 50 pieces, 1,293½ yards; No. 199, 50 pieces, 1,443½ yards; No. 204, 50 pieces, 1,450 yards; No. 200, 40 pieces, 1,154 yards. Total, 5,341 yards.	2
50	....do.....	206 *a* 208	3 bales Madras handkerchiefs; No. 206, 300 dozen, 33 in.; No. 207, 200 dozen, 36 in.; No. 208, 100 dozen, 33 in., damaged; 100 dozen, 35 in.	2
51	....do.....	209 210	2 bales plaid ginghams, 29 in., slightly damaged; No. 209, 55 pieces, 42 yards; No. 210, 60 pieces, 42 yards. Total, 4,830 yards.	2
52	....do.....	211	1 case Cheni ginghams, 30 in., slightly damaged; 24 pieces, 976 yards.	2

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
53	(F)	212 216 217	3 bales check ginghams, 22 in., each 40 pieces, 50 yards. Total, 6,000 yards.	2
54	....do.....	213 214 215 218	4 bales Cheni and check ginghams, 22 in., damaged, each 40 pieces, 50 yards. Total, 8,000 yards.	2
55	....do.....	219	1 bale cottonades, damaged, 40 pieces, 32 yards. Total, 1,280 yards ..	2
56	....do.....	220 221	2 bales cottonades; No. 220, 30 pieces, each 33½ yards; No. 221, 30 pieces, each 34 yards. Total, 2,025 yards.	2
57	....do.....	222 *a* 224	3 bales denims, 27 in., each 50 pieces, 33 yards. Total, 4,950 yards....	2
58	....do.....	225 226	2 bales denims, damaged, each 40 pieces, 32½ yards. Total, 2,600 yards..	2
59	....do.....	227 *a* 231	5 bales striped Osnaburghs, 30 in.; No. 227, 20 pieces, 1,330½ yards; No. 228, 20 pieces, 1,351 yards; No. 229, 20 pieces, 1,338 yards; No. 230, 20 pieces, 1,349 yards; No. 231, 20 pieces, 1,349½ yards. Total, 6,718 yards.	
60	....do.....	232 233	2 bales stripes, 33 in., damaged, each 50 pieces, 37 yards. Total, 3,700 yards.	2
61	....do.....	234 235	2 bales unbleached shirtings, 29 in., damaged; No. 234, 50 pieces, 37 yards; No. 235, 50 pieces, 38 yards. Total, 3,750 yards.	2
62	....do.....	236 237	2 bales dark blue drills, 28 in., damaged, each 50 pieces, 31½ yards. Total, 3,150 yards.	2
63	....do.....	238 239	2 cases men's felt hats, assorted drabs and fawns, damaged; No. 238, 20 dozen; No. 239, 17 9-12 dozen. Total, 37 9-12 dozen.	2
64	....do.....	191	1 case, containing 15 dozen men's shirts, cotton bodies, linen bosoms, wristbands, &c.; 12 dozen black silk neck-ties; 28 dozen fancy silk neck-ties, partially damaged; 16½ dozen silk parasols, partially damaged, colors assorted, from 14 to 17 in.	2
65	....do.....	192	1 case 13½ dozen women's corsets, Nos. 1 to 5, partially damaged	2
66	(Z)	.....	1 case, containing 48 dozen Brooks's black spool cotton, 200 yards, Nos. 12 *a* 24; 9 lbs. "Wadkin & King's" twofold ball sewing cotton, Nos. 16 *a* 70; 7 lbs. "Wadkin & King's" threefold ball sewing cotton, Nos. 20 *a* 60; 20 dozen "Wadkin & King's" white spool cotton, 100 yards; assorted packages, Nos. 20 *a* 60, 40 *a* 100; 10 boxes, each 1 dozen balls sewing cotton, assorted Nos.; 4 pairs misses' Congress gaiters; 1 pair infant's shoes; 1 box pins, loose; 6 gross linen buttons, assorted; 2 lbs. arrowroot.	No bill.
66*a*	(F) } [B] }	1 *a* 239 1 *a* 44	1 case samples, domestic and bleached goods; 3 packages Madras handkerchiefs.	2
			HOSIERY, &C.	
67	(F)	181 *a* 184	4 cases cotton undershirts, merino finish; No. 181, 30 dozen, No. 3; No. 182, 20 dozen, No. 3; No. 183, 25 dozen, No. 4; No. 184, 25 dozen, No. 6.	2
68	....do.....	185	1 case, containing 24½ dozen cotton undershirts, India gauze finish; 12½ dozen cotton undershirts, Novi India gauze finish.	2
69	....do.....	186	1 case, containing 25 dozen cotton undershirts, China India gauze finish; 12½ dozen cotton undershirts, Novi India gauze finish.	2
70	....do.....	187	1 case, containing 50 dozen striped cotton half-hose, No. 28; 26 dozen fancy cotton half-hose, No. 50; 24 dozen fancy cotton half-hose, No. 55; 50 dozen women's white cotton hose, No. 3; 30 dozen women's white cotton hose, No. 21.	2
71	....do.....	188	1 case, containing 50 dozen unbleached half-hose, No. 82; 80 dozen brown half-hose, No. 92 X; 60 dozen brown half-hose, No. 92.	2
72	....do.....	189	1 case, containing 25 dozen brown dressed cotton undershirts, No. 61; 60 dozen brown cotton half-hose, No. 4; 120 dozen women's white cotton hose, No. 2.	2
73	....do.....	190	1 case, containing 4 dozen women's cotton vests, gauze merino finish, low neck, short sleeves, 26 in., No. 72; 37½ dozen women's cotton vests, gauze merino finish, low neck, short sleeves, 26 in., No. 10.	2
74	....do.....	193	1 case, containing 180 dozen white cotton gloves, Nos. 1, 3, and 4; 20 dozen drab cotton gloves, damaged, No. 2.	2
75	[HO]	00	1 case, containing 289 dozen brown cotton half-hose, Nos. 301 *a* 316, assorted, 8½ *a* 11 in.	2
76	....do.....	1	1 case containing 274 dozen women's white cotton hose, Nos. 317 *a* 325, not sized.	2
77	....do.....	2	1 case, containing 150 dozen misses' white cotton hose, 2 *a* 6, No. 326; 210 dozen children's socks, 2 *a* 8, No. 5, partially damaged.	2
78	....do.....	3 *a* 4	2 cases brown cotton half-hose; No. 3, 380 dozen; No. 4, 319 dozen. Total, 699 dozen.	2
79	....do.....	5	1 case, containing 25 dozen brown cotton undershirts, No. 165; 31 dozen brown cotton undershirts, No. 166; 17 dozen brown cotton undershirts, No. 167; 21 dozen brown cotton undershirts, No. 168, partially damaged.	2
80	....do.....	6	1 case, containing (damaged) 23 dozen brown cotton undershirts, No. 169; 15 dozen brown cotton undershirts, No. 170; 9 dozen brown cotton undershirts, No. 171; 15 dozen brown cotton undershirts, No. 172; 11 dozen brown cotton undershirts, No. 173; 9 dozen brown cotton undershirts, No. 174.	2

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
81	[HO]	7	1 case, containing (damaged) 21 dozen white cotton undershirts, No. 177; 18 dozen white cotton undershirts, No. 179; 4½ dozen white cotton undershirts, No. 212; 5 dozen white cotton undershirts, No. 213; 4 dozen white cotton undershirts, No. 214; 4 dozen white cotton undershirts, No. 215; 4 dozen white cotton undershirts, No. 217.	2
82	....do.....	8	1 case, containing (damaged) 15 dozen brown cotton pants, No. 154; 16 dozen brown cotton pants, No. 156; 18 dozen brown cotton pants, No. 157; 7 dozen brown cotton pants, No. 158; 14 dozen brown cotton pants, No. 182; 9 dozen brown cotton pants, No. 184; 6 dozen brown cotton pants, No. 185.	2
83	....do.....	9	1 case, containing 17 dozen boys' cotton undershirts, India gauze finish, No. 200; 2½ dozen women's cotton vests, merino finish, high neck and short sleeves, No. 202; 8 dozen women's cotton vests, merino patent finish, low neck and long sleeves, Nos. 203 and 204; 45 dozen women's cotton vests, merino patent finish, low neck and short sleeves, Nos. 205 *a* 211.	2
84	(HO)	10	1 case, containing (partially damaged) 20 dozen men's cotton undershirts, merino finish, half sleeves, No. 218; 19 dozen men's cotton undershirts, merino finish, half sleeves, No. 219; 18 dozen men's cotton undershirts, merino finish, half sleeves, No. 220.	2
85	....do.....	11	1 case, containing 7 dozen men's cotton undershirts, merino finish, No. 190; 10 dozen men's cotton undershirts, merino finish, No. 195; 30 dozen men's cotton undershirts, merino finish, No. 221; 15 dozen men's cotton undershirts, merino finish, No. 222; 12 dozen men's cotton undershirts, merino finish, No. 223; 7½ dozen men's cotton undershirts, ribbed, merino finish, No. 225.	2
86	....do.....	12	1 case, containing (damaged) 6 dozen ladies' colored lisle gloves, fancy cuffs; 23 dozen ladies' colored lisle gloves, with cuffs 15, quarried 15; 30 dozen ladies' lisle fancy mixture gloves, Nos. 8 and 9; 1½ dozen ladies' colored lisle and silk gauntlets, No. 83; 1 dozen ladies' colored braganza gloves, No. 17; 1 dozen ladies' lisle union gloves, No. 17; 6½ dozen ladies' Oxford union gloves, No. 17; 10 dozen ladies' colored taffeta gloves, No. 16; 20 dozen ladies' silk and lisle union gloves, Nos. 10 and 11; 14 dozen ladies' silk and lisle gloves, No. 14; 5 dozen colored taffeta gloves, No. 12; 10 dozen ladies' Oxford union gloves, No. 13; 9 dozen ladies' colored lisle gloves, No. 4; 10 dozen ladies' habits ing. plated gloves; 15 dozen ladies' ing. lisle gloves, No. 6; 100 dozen ladies' colored lisle gloves; 30 dozen ladies' colored cotton gloves; 20 dozen gents' cotton gloves, No 18.	2
87	[HO]	13	1 case, containing (damaged) 8 dozen men's Oxford union gloves, No. 21; 31 dozen men's lisle fancy mixed gloves, Nos. 20, 21, and 21½; 16 dozen men's silk and lisle union gloves, No. 21; 40 dozen men's white Berlin gloves, No. 19; 15 dozen children's colored cotton gloves, No. 22; 45 dozen children's lisle fancy mixture gloves, Nos. 23, 25, and 26; 9 dozen children's silk and lisle gloves, No. 24; 30 dozen children's union gloves, Nos. 23 and 24; 12 dozen children's Oxford union gloves, No. 26; 15 dozen children's colored lisle silk cuff gloves, No. 27; 25 dozen brown Shetland falls.	2
88	....do.....	14	1 case, containing (partially damaged) 75 dozen Shetland falls, assorted colors, 28 *a* 29; 50 dozen black openwork neck-ties, 30; 20 dozen Montalembert neck-ties, 31.	2
89	....do.....	15	1 case, containing (partially damaged) 30 dozen wool scarfs, 21 dozen brown, 9 dozen assorted fancy colors, No. 33; 21 dozen Berlin ties, fancy colors, No. 32; 17 dozen wool neck ties, black and fancy colors, No. 32½; 30 dozen Montalembert neck-ties, No. 31; 50 dozen silk hair-nets, assorted colors, C, No. 34; 24 dozen mohair nets, No. 35.	2
90	....do.....	16	1 case, containing 35 dozen women's white lisle hose, No. 37; 24 dozen women's large white cotton hose, No. 25; 120 mohair nets, 72 dozen No. 35, and 48 dozen No. 35½.	2
91	....do.....	17	1 case, 108½ dozen women's white lisle hose	2
92	....do.....	18 *a* 20	3 cases, 74 dozen colored printed cotton shirts: No. 18, 24½ dozen, No. 45, red and black; No. 19, 24½ dozen assorted colors; No. 20, 25 dozen assorted colors.	2
93	....do.....	21	1 case, containing 15 dozen cotton undershirts, merino finish, No. 51; 5 dozen cotton undershirts, merino finish, No. 48; 2 dozen cotton undershirts, merino finish, No. 49; 3 dozen cotton pants, merino finish, No. 50.	2
			SHOES AND LEATHER.	
94	[B]	1 *a* 20	20 cases, each 100 pairs men's split Oxford ties, slightly damaged	9
95	....do.....	21 *a* 26	6 cases men's army sewed brogans; 21 *a* 22, each 90 pairs; slightly damaged, 23 *a* 26, each 80 pairs. Total, 500 pairs.	9
96	....do.....	27 *a* 38	12 cases men's army sewed brogans; 27 *a* 36, 10 cases, each 80 pairs; slightly damaged, 37 *a* 38, 2 cases, each 100 pairs. Total, 1,000 pairs.	9
97	....do.....	39	1 case, 52 pairs men's patent leather Congress gaiters	9
98	....do.....	40	1 case, containing 40 pairs men's extra heavy calf Congress gaiters, double soles; 20 pairs men's calf Congress gaiters, single soles.	9
99	....do.....	41 *a* 44	4 cases men's calf Congress gaiters, each 70 pairs, 280 pairs	9

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
100	[S B]	1	1 case, 50 pairs men's extra heavy brogans	9
101	....do.....	2 *a* 3	2 cases men's calf brogans, each 60 pairs, 120 pairs	9
102	....do.....	4 *a* 5	2 cases men's calf boots, half leg; No. 4, 36 pairs; No. 6, 34 pairs. Total, 70 pairs.	9
103	....do.....	6 *a* 11	6 cases men's patent leather Congress gaiters, each 36 pairs, 216 pairs	9
104	....do.....	12	1 case men's calf Congress gaiters, 36 pairs	9
105	....do.....	13 *a* 16	4 cases women's side lace enamelled gaiters, single soles, each 92 pairs, 368 pairs.	9
106	....do.....	17	1 case women's Congress gaiters, single soles, 90 pairs	9
107	....do.....	18 *a* 27	10 cases women's cloth enamelled side lace gaiters, double soles; 18 *a* 22, each 66 pairs; 23 *a* 27, each 70 pairs. Total, 680 pairs.	9
108	....do.....	28 29	2 cases women's cloth patent leather side lace gaiters, double soles, each 60 pairs, 120 pairs.	9
109	....do.....	30	1 case, containing 24 pairs side lace gaiters, single soles; 24 pairs women's Congress gaiters, single soles; 18 pairs women's enamelled Congress gaiters, single soles.	9
110	....do.....	31	1 case, 100 pairs children's cloth enamelled buttoned gaiters	9
111	....do.....	32	1 case, 120 pairs misses' cloth enamelled buttoned gaiters	9
112	....do.....	33 *a* 35	3 cases children's lace boots, eyeleted; No. 33, 120 pairs, sizes 4 *a* 5; No. 34, 120 pairs, sizes 6 *a* 9; No. 35, 120 pairs, sizes 6 *a* 9. Total, 360 pairs.	9
113	....do.....	36	1 case, 96 pairs misses' lace boots, eyeleted, 10 *a* 13	9
114	....do.....	37	1 case, 144 pairs infants' lace and buttoned gaiters, assorted colors	9
115	....do.....	38	1 case, 120 pairs children's and misses' ankle ties	9
116	....do.....	39	1 case samples, containing 2 pairs brogans; 1 pair half-leg boots; 2 pairs patent leather Congress gaiters; 1 pair women's lace gaiters; 1 pair women's Congress gaiters.	9
117	[B]	500 *a* 524	25 cases men's army sewed brogans, slightly damaged, each 60 pairs. Total, 1,500 pairs.	9
118	....do.....	525 *a* 540	16 cases men's army sewed brogans, slightly damaged; 525 *a* 534, 60 pairs; 537 *a* 540, 60 pairs; 535 *a* 536, 70 pairs; 538 *a* 539, 70 pairs. Total, 1,000 pairs.	7
119	[P]	6 *a* 9	4 cases sewed kip brogans, each 50 pairs, 200 pairs	9
120	[L L]	1	1 case, containing 10 dozen grained calfskins, weight 138 lbs.; 5 dozen grained alum-finished calfskins.	9
121	....do.....	2	1 case, containing 5 dozen "Cornelius Heylis" patent leather, damaged; 11 bundles kips, weight 112 lbs.	9
122	....do.....	3	1 case, containing 8 dozen large calfskins, weight 285 lbs.; 12 bundles kips, weight 150 lbs.	9
123	....do.....	4 *a* 7	4 bundles English sole leather, weight 1,529 lbs	9
124	....do.....	8 *a* 10	3 bundles russet harness leather, weight 949 lbs	9
125	....do.....	11 12	2 bundles blacked harness leather, weight 760 lbs	9
126	....do.....	13	1 case, 30 dozen tanned sheepskins; 4 bundles kips, weight 28 lbs	9
127	....do.....	14	1 case, 8 bundles small French calfskins, weight 75 lbs	9
			DRUGS, MEDICINES, TOILET ARTICLES, &C.	
128	○	1	1 case, 100 stone jars cerat resinæ, each 1 lb	1
129	....do.....	2	1 case fine sponge, 64.27; net, 37 lbs	1
130	....do.....	3	1 case, 90 bottles spirits æther nit. opt., each 1 lb	1
131	....do.....	4	1 case camphor, 141.36; net, 105 lbs	1
132	....do.....	5	1 case, 180 rolls adhesive plaster, each 6 yards, 1,080 yards	1
133	....do.....	6	1 case, 64 bottles kreosote, each 1 lb	1
134	....do.....	7	1 case, 49 bottles spirits ammon. co. opt., each 1 lb.	1
135	....do.....	8	1 cask, 16 jars ung. hyd. fort., each 7 lbs.; net, 112 lbs	1
136	....do.....	9	1 case citric acid, 126.25½; net, 100½ lbs	1
137	....do.....	10	1 case licorice, damaged, 105.16; net, 89 lbs	1
138	....do.....	11	1 case, 400 bundles emplast lyttae, each ½ lb., 200 lbs	1
139	....do.....	12 *a* 13	2 cases tartaric acid, powdered, 307.27, 303.27; net, 556 lbs	1
140	....do.....	14	1 bbl. alum, 280.24; net, 256 lbs	1
141	....do.....	15 *a* 20 309	7 cases castor oil, net 1,073 lbs., 8 lbs. to gallon, 134⅜ gallons each, 4 tin cans.	1
142	....do.....	21	1 case sugar of lead, 129.18; net, 111 lbs	1
143	....do.....	22	1 case cream tartar, 104.14; net, 90 lbs.	1
144	....do.....	23	1 case chlorate potass, 128.18; net, 110 lbs	1
145	....do.....	24	1 case castile soap, 242.38; net, 204 lbs	1
146	....do.....	25 *a* 124	100 cases sweet oil, pints, each 2 dozen	1
147	....do.....	125	1 case sponge, 102.39; net, 63 lbs	1
148	....do.....	126	1 cask ung. hyd. mit., 16 jars; net, 110½ lbs	1
149	....do.....	127	1 cask, containing 4 jars potassii iodium, 2 broken, each 8 lbs., net 32 lbs.; 1 jar hyd. ammonia chlor., 4½ lbs.; 1 bottle hydrag. oxymur, 4½ lbs.; 1 bottle hydrag. nit. oxcid., 4½ lbs.; 20 bottles hydrag. sub-muriate, each 1 lb.; 25 bottles iodium pur.; 7 bottles ol. ess. menth. P. ex. ot., 1 lb. each.	1
150	....do.....	128	1 case, 3 gross toilet soap, medium cakes, paper boxes; 5¼ gross toilet soap, small cakes, paper boxes.	1
151	....do.....	129	1 case, 24 cans arrowroot, each 18 lbs.; net, 432 lbs	1
152	....do.....	130	1 case, containing 2 boxes honey toilet soap, each 6 dozen 8 oz. cakes; 1 box honey toilet soap, each 3 dozen 4 oz. cakes; 17 boxes honey toilet soap, each 3 dozen 2 oz. cakes.	

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
153	○	131 *a* 140	10 cases sulph. quinine, "Acmet & Vivian," Paris, each 100 oz., 1,000 oz.	1
154	....do.....	141 *a* 144	4 cases liq. ammon., 47 bottles; net, 125 lbs.....	1
155	....do.....	145 *a* 164	20 bbls. Epsom salts, 4,938, 480; net, 4,458 lbs.....	1
156	....do.....	165 *a* 170	6 bbls. ground linseed, 1,061, 168; net, 893 lbs.....	1
157	....do.....	171 *a* 190	20 cases powdered magnesia, 1,870, 641; net, 1,229 lbs.....	1
158	....do.....	191 *a* 193	3 cases tartaric acid crystals, Nos. 191, 122, 18; 192, 123, 18; 193, 120, 18; net, 301 lbs.	1
159	....do.....	194 *a* 195	2 flasks quicksilver, 91, 14½; 91, 14½; net, 153 lbs	1
160	....do.....	196 *a* 295	100 kegs bi-carb. soda, 12,086, 900; net, 11,186 lbs.....	1
161	....do.....	296	1 cask, containing 2 jars ammon. carb., 25¼ net 27¼ net, 53 lbs.; 1 jar cupri. sulph., 30 lbs.; 1 jar pulv. antim. tart., 9 lbs.; 4 jars ung. hydr. nitr., each 5 lbs., net 20 lbs.	1
162	....do.....	297	1 cask, 4 jars pulv. acaciæ opt., 113 lbs.; 1 jar zinc sulph. pur., 9 lbs...	1
163	....do.....	298 *a* 301	4 casks, each 10 jars ceratum simp., 8 lbs.; net, 320 lbs	1
164	....do.....	302	1 cask, containing ½ dozen stone jars syr. scillæ, pints; 1 5-12 dozen stone jars, syr. scillæ, quarts; 2 1-12 dozen stone jars syr. scillæ, quarts, with handles.	1
165	....do.....	303	1 case, 50 pots pil. drarg., each 1 lb.; net, 50 lbs.....	1
166	....do.....	304	1 case 100 bottles chloroform, ½ lb. each, 50 lbs	1
167	....do.....	305	1 case, containing 2 boxes prize medal honey soap, 6 dozen each, cakes 6 oz.; 2 boxes honey toilet soap, 3 dozen each, cakes 6 oz.; 9 boxes royal household assorted toilet soap, 3 dozen each, cakes 6 oz.; 15 boxes royal household assorted toilet soap, 3 dozen each, cakes 4 oz.; 3 boxes royal household assorted toilet soap, 6 dozen each, cakes 2 oz.	1
168	....do.....	306	1 case, containing 4 boxes honey toilet soap, 3 dozen each, cakes 4 oz.; 3 boxes brown Windsor soap, 3 dozen each, cakes 6 oz.; 12 boxes magnum bonum assorted soap, 3 dozen each, cakes 8 oz.; 1 box prize medal honey soap, 6 dozen each, cakes 6 oz.; 8 boxes royal household assorted soap, 3 dozen each, cakes 4 oz.; 1 box royal household assorted soap, 6 dozen each, cakes 2 oz.; 3 boxes royal household assorted soap, 3 dozen each, cakes 6 oz.; 3 boxes brown Windsor soap, 3 dozen each, cakes 4 oz.	1
169	....do.....	307	1 case, containing 24 boxes royal toilet assorted soap, 6 dozen each, cakes 4 oz.; 20 boxes royal toilet assorted soap, 6 dozen each, cakes 6 oz.; 4 boxes glycerine toilet soap, 3 dozen each, cakes 6 oz.; 4 boxes glycerine toilet soap, 3 dozen each, cakes 4 oz.; 4 boxes marsh mallow soap, 3 dozen each, cakes 6 oz.; 4 boxes marsh mallow soap, 3 dozen each, cakes 4 oz.; 12 boxes brown Windsor soap, ½ gross each, cakes 2 oz.	1
170	....do.....	308	1 case, 12 boxes white Windsor soap, 6 dozen each, cakes 4 oz.....	1
171	....do.....	310	1 case, 4 tin cans P. rhei E. I., 136, 12; net, 124 lbs.....	1
172	....do.....	311	1 cask, 50 bottles P. ipecac ver., 1 lb. each.....	1
173	....do.....	312	1 cask, 50 bottles pulv. rhei E. I. opt., 1 lb. each	1
174	....do.....	313	1 case, 50 jars ext. coloc. co., each 1 lb.....	1
175	....do.....	314	1 case, 50 bottles Dover's powders, each 1 lb	1
176	....do.....	315	1 cask, containing 1 jar purtannin, 22 lbs. 9 oz.; 1 jar zinc acetas, 5 lbs. 11 oz.; 20 bottles pulv. opii optis, each 1 lb.; 14 bottles ferri. sulph. pur., each 1 lb.; 3 bottles argent nit., each 32 oz.	1
177	....do.....	316	1 case, 25 bottles morphiæ murias, each 4 oz.....	1
178	[B] S	375	1 case, 2 cans saltpetre; 1 package candles; loose cotton.....	10
179	(|) (|)	180	1 case, containing 23 dozen hair brushes, assorted styles and qualities;	10
		1	38 sets roach shoe brushes, 3 in a set; 12 sets flat shoe brushes, 3 in a set; 49 dozen London tooth brushes; 5 dozen 8-row nail brushes; 5 dozen 7-row nail brushes; 10 dozen 6-row nail brushes.	
180	....do.....	2	1 case, 25½ dozen hair brushes, assorted styles and qualities	10
			PAINTS, WINDOW GLASS, PAPER, GLASSWARE, ROPE, &C.	
181	L / W		60 iron cans white lead, in oil, 7,084, 540; net, 6,544 lbs.....	3
182	L / G		20 iron cans green paint, in oil, (3 cans open,) 2,200, 180; net, 2,020 lbs.	3
183	L / R		10 iron cans red lead, dry, 1,192, 90; net, 1,102 lbs.....	3
184	[W] G	1 *a* 210	210 boxes Chances' sheet window glass, each 50 feet, quality 2—16, 100 boxes assorted as follows: 5 boxes, 10 by 8; 5 boxes, 12 by 9; 10 boxes, 12 by 10; 5 boxes, 14 by 12; 10 boxes, 16 by 10; 5 boxes, 16 by 14; 5 boxes, 18 by 13; 5 boxes, 20 by 11; 5 boxes. 20 by 15; 10 boxes, 20 by 16; 5 boxes, 22 by 12; 10 boxes, 22 by 18; 5 boxes, 22 by 13; 5 boxes, 24 by 15; 10 boxes, 26 by 18. Quality best 16—110 boxes, assorted as follows: 10 boxes, 12 by 8; 10 boxes, 12 by 9; 15 boxes, 12 by 10; 10 boxes, 14 by 9; 15 boxes, 14 by 10; 10 boxes, 14 by 11; 10 boxes, 14 by 12; 5 boxes, 15 by 10; 5 boxes, 16 by 10; 5 boxes, 20 by 13; 5 boxes, 20 by 14; 5 boxes, 26 by 16; 5 boxes, 26 by 18.	3
185	L P		2 casks putty, in oil; weight, 1,100 lbs. net.....	3

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
186	[G]	1	1 hhd., 67 dozen tumblers, No. 5	3
187	....do.....	2	1 hhd., containing 57 dozen tumblers, No. 5; 20 dozen salts, No. 3	3
188	....do.....	3	1 hhd., 57 dozen tumblers, No. 16	3
189	....do.....	4	1 hhd., 59 dozen tumblers, No. 16	3
190	....do.....	5	1 hhd., 55 dozen tumblers, No. 5	3
191	....do.....	6	1 hhd., containing 17 dozen tumblers, No. 5; 26 dozen tumblers, No. 16.	1
192	(G)	7	1 hhd., 42 dozen goblets, No. 5	1
193	....do.....	8	1 hhd., 30 dozen goblets, No. 2; 7 dozen goblets, No. 5	1
194	....do.....	9	1 hhd., 30 dozen salts, No. 17; 50 dozen tumblers, No. 93	1
195	[P]	1 *a* 15	2 cases large blue wove post paper, 16½ by 20½, 13 lbs.; No. 1, 28 reams; No. 15, 26 reams. Total, 54 reams.	1
196	....do.....	2 *a* 14	2 cases large white wove post paper, 16½ by 20½, 13 lbs.; No. 2, 26 reams; No. 14, 29 reams. Total, 55 reams.	1
197	....do.....	4 *a* 13 17 *a* 20	14 bales printing paper, white, 37 by 49, 62 lbs.; Nos. 4 *a* 13, 10 bales, each 10 reams, 100; Nos. 17 *a* 18, 2 bales, each 12 reams, 24; Nos. 19 *a* 20, 2 bales, each 11 reams, 22. Total, 146 reams; weight, 9,052 lbs.	1
198	....do.....	3 *a* 16	2 cases envelopes, 48 M each; No. 3, 6 M No. 4 patent cream-laid envelopes; 6 M No. 6 cream-laid envelopes; 12 M No. 6 buff-laid envelopes; 12 M No. 4 buff-laid envelopes; 6 M No. 4 patent blue-laid envelopes; 6 M No. 6 blue-laid envelopes; No. 16, 12 M No. 6 buff envelopes; 12 M No. 4 buff envelopes; 6 M No. 6 patent cream-laid envelopes; 6 M No. 4 patent cream-laid envelopes; 6 M No. 6 patent blue-laid envelopes; 6 M No. 4 patent blue-laid envelopes.	1
199	G R	1 *a* 4	4 bales twine, 2,015 lbs	3
200	L H	1 *a* 80	80 coils ropes, 11,633 lbs	3
201	B	1 *a* 4	4 bbls. Martindale's liquid blacking, quarts; No. 1, 6 dozen; No. 2, 6¼ dozen; No. 3, 6 dozen; No. 4, 6¼ dozen. Total, 24¼ dozen.	1
202	....do.....	5 *a* 7	3 barrels Martindale's liquid blacking, pints; No. 5, 9½ dozen; No. 6, 7½ dozen; No. 7, 9¼ dozen. Total, 26¼ dozen.	1
203	....do.....	8 *a* 10	3 bbls. Martindale's liquid blacking, half pints; No. 8, 14½ dozen; No. 9, 14¾ dozen; No. 10, 15 dozen. Total, 44¼ dozen.	1
			HARDWARE.	
204	[F] B	101 *a* 104	4 casks sad irons, more or less damaged; No. 101, 980, 41; No. 102, 1,054, 41; No. 103, 1,060, 41; No. 104, 1,048, 41. Net, 3,978 lbs.	10
205	....do.....	105	1 cask screws, damaged, assorted sizes, 844 gross	10
206	....do.....	106	1 cask screws; 440 gross assorted sizes, damaged; 364 gross, assorted as follows, slightly damaged: No. 4, 24 gross, ⅛ inch; No. 5, 24 gross, ⅜ inch; No. 6, 36 gross, (12 gross ⅛ inch, 24 gross ¼ inch;) No. 7, 12 gross ⅜ inch; No. 8, 42 gross, (24 gross ¼ inch, 18 gross 1 inch;) No. 9, 84 gross, (12 gross ⅜ inch, 12 gross ¼ inch, 24 gross ⅝ inch, 36 gross 1¼ inch;) No. 10, 66 gross, (42 gross 1 inch, 24 gross 1½ inch;) No. 11, 6 gross 1¼ inch; No. 12, 30 gross, (18 gross 1 inch, 12 gross 1¼ inch;) No. 14, 18 gross, (6 gross 1½ inch, 6 gross 1¾ inch, 6 gross 2 inch;) No. 16, 19 gross, (12 gross 2 inch, 4 gross 2½ inch, 3 gross 3 inch;) No. 18, 3 gross 2½ inch.	10
207	....do.....	107 *a* 108	2 casks sledge hammers; No. 107, 183 sledges, 1,144 lbs.; No. 108, 186 sledges, 1,144 lbs. Total, 2,288 lbs.	10
208	....do.....	109	1 cask horse nails, damaged, 12 bags, each 100 lbs	10
209	....do.....	110 *a* 111	2 casks vices, damaged; No. 110, 11 vices, 748 lbs.; No. 111, 13 vices, 930 lbs. Total, 1,678 lbs.	10
210	....do.....	114 *a* 115	2 casks handsaws; No. 114, 3½ dozen handsaws, 26 and 28 inches, slightly damaged; 14¼ dozen handsaws, 26 and 28 inches, damaged; 3½ dozen backsaws, (iron;) No. 115, 18 dozen handsaws, 26 and 28 inches, damaged; 4 dozen backsaws, (iron,) damaged.	10
211	....do.....	116	1 cask wrought iron hinges, assorted; 9 dozen pair H, 4, 5, and 6 inch, 3 dozen each; 9 dozen HL, 5, 6, and 7 inch, 3 dozen each; 8 dozen strap, 5, 6, 7, and 11 inch; 5½ dozen pairs hook and strap, 6, 8, 11, 12, and 14 inch; 27 pairs light Scotch T, 8, 10, 12, 14, 16, and 18 inch; 13 pairs weighty Scotch T, 7, 8, 12, 14, and 16 inch; weighing 1,280, 60. Net, 1,220 lbs.	10
212	....do.....	117	1 case, containing 6 bundles block tin, weight 333 lbs.; 4 bags spelter solder, 110 lbs.	10
213	....do.....	118 *a* 119	2 casks fry pans and melting ladles, damaged; No. 118, 10 dozen bright fry pans; 11 dozen tinned fry pans; 15 dozen melting ladles, assorted; No. 119, 11 dozen bright fry pans; 10 dozen tinned fry pans; 15 dozen melting ladles.	10
214	....do.....	120	1 case files and rasps, assorted; 36 dozen pit-saw files, 2d cut, single, 4½, 5, and 5½ inch; 108 dozen taper saw files, 4, 4½, 5, 5½, and 6 inch; 24 dozen mill-saw files, 2d cut, 10, 12, 14, and 15 inch; 18 dozen flat bastard files, 10, 12, and 14 inch; 6 dozen round bastard files, 8 and 12 inch; 10 dozen half round bastard files, 9, 12, and 14 inch; 4 dozen shoe rasps, half file, 8 inch; 4 dozen shoe rasps, quarter file, 9 inch; 8 dozen horse rasps, half rasp, half file, 13 and 14 inch.	10
215	....do.....	121	1 cask, 20 coils iron wire, each 62 lbs., damaged, assorted, small size, 1,240 lbs.	10

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
216	[F] B	122	1 cask, containing 12 coils iron wire, each 62 lbs., damaged, assorted, Nos. 14, 15, 16, and 17, 744 lbs.; 11½ dozen tinned skimmers; 11 9-12 dozen tinned forks; 11 dozen tinned dippers.	10
217	....do.....	123	1 cask, containing 12 coils iron wire, each 62 lbs., damaged, 744 lbs., assorted sizes, 6 to 11; 12 coils brass wire, in good order, 334 lbs., assorted sizes, 7 to 18.	10
218	....do.....	124	1 case, containing 25 great gross pearl shirt buttons; 5 great gross 12 line, Nos. 1 to 4; 9 great gross 14 line, Nos. 5 to 10; 11 great gross 16 line, Nos. 11 to 16; 40 great gross metal suspender buttons, 18 great gross black, 22 great gross white.	10
219	....do.....	125	1 case, 145 great gross bone buttons, Nos. 19 to 27, assorted, white and black.	10
220	....do.....	126	1 case needles, assorted; 200 M W. Bartlett & Sons' sharps and betweens, (170 M sharps and 30 M betweens;) 20 M W. Bartlett & Sons' harness needles; 30 M W. Bartlett & Sons' darning needles; 5½ M W. Bartlett & Sons' sail needles; 300 M Joys' sharps; 250 M Durnford & Co.'s sharps and betweens, (190 M sharps and 60 M betweens;) 200 M imperial silvered eye, assorted.	10
221	....do.....	127	1 case, containing 10 gross women's plated thimbles, in round glass boxes, 100, RB; 10 gross women's steel thimbles, silver-lined, No. 204; 10 gross women's steel thimbles, white-lined, No. 206; 10 gross tailors' steel thimbles, German silver lined, No. 250; 10 gross tailors' blue steel thimbles, No. 254; 20 bundles, each 12 lbs. of 12 oz. solid head pins, loose; 17 bundles, each 6 packages of 12 papers, solid head pins, 10 rows, 20 pins, assorted, 3½ to 12; 6 bundles, each 12 packages of 10 papers, jet pins, 4 rows, 16 pins.	10
222	....do.....	128	1 cask, containing 6 dozen 3-bolt rim locks, furniture complete, damaged; 6 dozen night latches, 4 inch, damaged; 6 dozen square latches, 4 inch, damaged; 12 dozen wrought japanned Norfolk latches, damaged; 12 dozen malleable thumb latches, damaged; 32 dozen tower bolts, straight and necked, assorted, 4 to 7 inch.	10
223	....do.....	136 *a* 138	3 casks planters' hoes, damaged; No. 136, 30 dozen; No. 137, 30 dozen; No. 138, 35 dozen. Total, 95 dozen.	
224	....do.....	139 *a* 143	5 casks planters' hoes, damaged, each 20 dozen. Total, 100 dozen.....	
225	....do.....	144 *a* 145	2 casks planters' hoes, damaged, each 27 dozen. Total, 54 dozen.....	
226	....do.....	146 *a* 147	2 casks planters' hoes, damaged; 146, 29½ dozen bright low shoulder, No. 1; 147, 35 dozen bright high shoulder. Total, 64½ dozen.	
227	....do.....	148 150 152 153 155	5 casks planters' hoes, damaged; 148, 15 dozen; 150, 17½ dozen; 152, 20 dozen; 153, 20 dozen; 155, 15 dozen. Total, 87½ dozen.	
228	....do.....	149 151 154	3 casks planters' hoes, fair order; 149, 15 dozen; 151, 17½ dozen; 154, 27½ dozen. Total, 60 dozen.	
229	....do.....	156 157	2 casks socket spades, damaged; 156, 9½ dozen; 157, 10 dozen. Total, 19½ dozen.	
230	....do.....	158	1 cask wedge hatchets, 11½ dozen, damaged	
231	....do.....	159 160	2 casks pick-axes; No. 159, W G, 868, 60; No. 160, W G, 858, 60. Net, 1,606 lbs.	10
232	....do.....	161	1 cask, containing 1½ dozen coopers' adzes; 3 dozen coopers' broad axes; 4 dozen plastering trowels, 10 by 4 and 11 by 4; 20 dozen brick trowels, assorted, 6 to 11 inch.	10
233	....do.....	162 *a* 170	9 boxes Yates & Co.'s axes, assorted, each 2 dozen	10
234	....do.....	171 *a* 183 191 *a* 194	17 dozen round pointed shovels, damaged	10
235	....do.....	184 185	2 dozen round pointed shovels, long handles, damaged.....	10
236	....do.....	186 *a* 190	5 dozen spades, damaged.....	10
237	....do.....	195 *a* 199	5 dozen square shovels, damaged	10
238	....do.....	200	1 case, containing 6 dozen shoemakers' punch ploughs; 6 dozen shoemakers' waist wheels, assorted; 6 dozen shoemakers' stabbing wheels, 14 *a* 22; 4 dozen shoemakers' shank irons; 9 dozen shoemakers' seat irons; 3½ dozen shoemakers' breakers; 6 dozen shoemakers' glazing irons; 4 dozen shoemakers' bevel irons; 12 dozen shoemakers' forepart irons; 4 dozen shoemakers' double irons; 6 dozen shoemakers' slide box wheels; 4 dozen shoemakers' brass welt mills; 2 dozen shoemakers' last hooks; 4 dozen sets shoemakers' American peg awls and hafts; 50 sets shoemakers' kit files, assorted; 6 dozen rand files, assorted; 48 dozen shoe rasps, half file, 7, 8, 9, and 10 inch; 4 dozen hoop-shape peg knives; 12 dozen shoe knives, 4 inch, broad points; 36 dozen shoe knives, 5 inch, broad points; 1½ dozen American peg rasps and cutters.	10
239	....do.....	201	1 cask, containing 1 dozen glaziers' cutting nippers, 831, damaged; 1 dozen glaziers' hacking knives, 832, damaged; 1 dozen glaziers' black hammers, 829, damaged; 4 dozen farriers' hammers, 702, damaged; 2 dozen upholsterers' hammers, 810, damaged; 1 dozen plumbmers' scrapers, 828, damaged; 1 dozen plumbers' hatchets, 827, damaged; 1 dozen plumbers' hammers, 826, damaged; 1 dozen plumbers' claw hammers, 825, damaged; 3 dozen handled hatchets, 832, damaged; 27 dozen saddlers' punches, assorted, 1 *a* 12, damaged; 3 dozen saddlers' knives, 815, damaged; 3 dozen saddlers'	10

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
			head knives, 814, damaged; 3 dozen saddlers' pincers, 822 *a* 824; 3 dozen saddlers' hammers, 703, damaged; 1 dozen saddlers' seat irons, 819, damaged; 3 dozen saddlers' plyers, 817, damaged; 3 dozen saddlers' tuklers, 813, damaged; 3 dozen saddlers' claw tools, 820, damaged; 3 dozen saddlers' edging irons, 812, damaged; 3 dozen saddlers' single cressers, 811, damaged; 1 dozen saddlers' screw cressers, 818, damaged; 3 dozen saddlers' hand palms, 816, damaged; 8 dozen saddlers' compasses, 7 to 10 inch, damaged; 6 dozen saddlers' shoe hammers, 705, damaged.	
240	[F] B	202	1 cask, containing 14 dozen strong tower pincers, 706, damaged; 5½ dozen shoe pincers, 801, damaged; 4 dozen tower shoe nippers, 802, damaged; 4 dozen cutting shoe nippers, 707, damaged; 4 dozen flat plyers, 708, damaged; 4 dozen cutting plyers, 709, damaged; 2 dozen shoe-punch plyers, 800, damaged: 2 dozen hand vices, 807, damaged; 7 dozen compasses, 803 and 804, damaged; 2 dozen saw-sets, wooden handles, damaged; 2 dozen saw-sets, iron handles, damaged; 5½ dozen Canterbury hammers, assorted, damaged; 18 dozen riveting hammer heads, assorted, damaged; 6 dozen claw hammer heads, assorted, damaged.	10
241	....do.....	203	1 cask, containing 140 packages, each 1 dozen pairs butts, assorted, damaged; 42 dozen tumbler padlock butts, assorted, 2½ to 3 inch.	10
242	....do.....	204	1 cask, containing 42 dozen japanned cupboard locks, damaged, assorted, 3 to 4 inch; 24 dozen japanned tumbler chest locks, damaged, assorted, 3 to 4 inch; 70 dozen tinned iron basting spoons, damaged, 10, 12, and 14 inch; 42 gross tinned iron teaspoons, damaged; 6 gross tinned iron tablespoons, damaged; 12 gross tinned iron tablespoons, forged, damaged; 3 gross tinned iron dessert forks, damaged; 3 gross tinned iron patent table forks, damaged.	10
243	....do.....	205	1 cask, containing 8 dozen screw augers, looped, damaged; 6 dozen pod augers, assorted, damaged; 24 dozen firmer gouges, assorted, damaged; 18 dozen firmer chisels, assorted, damaged; 14 dozen mortising chisels, assorted, damaged; 16 dozen socket chisels, assorted, damaged; 4 dozen mortising chisels, handled, damaged; 6 dozen plain plane irons, assorted, damaged; 6 dozen cut plane irons, assorted, damaged; 6 dozen double plane irons, assorted, damaged.	10
244	....do.....	206	1 case, containing 1 dozen smoothing planes, double irons, 2 inch; 1 dozen jack planes, double irons, 2 inch; 4 dozen spokeshaves, 2½ inch; 2 dozen thumbscrew slide mortise gauges, rosewood; 1 dozen marking gauges, brass-faced; 1 dozen cutting gauges, plated; 6 dozen squares, plated, 6, 7½, and 9 inch; 2 dozen spirit levels, 10 inch; 14 dozen screw-drivers, 3, 6, 7, 8, and 9 inch; 2 dozen box-wood saw pads; 2 dozen pricker pads, (8 bits;) 4 dozen T sliding bevels, 7½ and 9 inch; 24 dozen brad punches.	10
245	....do.....	207	1 case, containing 50 dozen box-head twisted gimlets, assorted, ⅛ to ¼ inch; 25 dozen box-head long pod gimlets, assorted, ⅛ to ¼ inch; 4 sets Scotch braces, plated, 36 bits; 8 sets Scotch braces, iron, 24 and 36 bits; 20 gross brad awls, assorted; 20 gross pegging awl blades; 20 gross sewing awl blades; 20 gross large saddlers'; 20 great gross steel shoe tacks; 30 gross Banks & Co.'s office lead pencils; 12 gross Banks & Co.'s flat carpenters' pencils; 12 gross Banks & Co.'s round carpenters' pencils.	10
246	....do.....	208	1 cask, containing 40 packages, each 10 M tinned tacks, damaged, assorted, ⅝ to ⅝ inch; 94 packages, each 10 M cut tacks, damaged, assorted, ⅝ to ⅝ inch; 59 dozen till locks, damaged, assorted, 2½ to 3 inch; 6 dozen cupboard locks, double-handed, assorted, 3½ to 4 inch, damaged; 27 dozen bright tumbler chest locks, assorted, 3 to 4 inch, damaged; 12 dozen taper brass padlocks, 1¼ inch; 12 dozen tumbler brass padlocks, assorted, 1¼ *a* 1¾ inch.	10
247	....do.....	209 210	2 cases brass military coat buttons, C. S. A.; No. 209, 290 gross, estimated weight of metal, 350 lbs.; No. 210, 205 gross, estimated weight of metal, 250 lbs.	10
248	....do.....	211	1 case, containing 4½ dozen bright curb bits and chains; 5 dozen snaffle bits; 4½ dozen bradoons; 5½ dozen pairs bright stirrups; 1 dozen pairs bright spring bars; 24 gross tinned iron harness buckles, assorted, ⅝ to 1¼ inch; 1 gross tinned iron square slides; 1 gross tinned iron rings; 2 gross bright bar buckles.	10
249	....do.....	211½	1 box, 10 gross gilt military coat buttons, C. S. A.; 3 gross gilt military vest buttons, C. S. A.	10
250	....do.....	212	1 case samples; 9 plantation hoes, 1 jack plane, 1 adze, 1 hatchet, 3 trowels, 2 handsaws, 2 backsaws, 1 pickaxe, 1 cooper's axe, 1 skimmer, ladle and fork, 1 socket spade, 1 package cupboard and chest locks, 1 package shoemakers' tools, 1 package stirrups, bits, &c., 1 package saddlers' tools, 1 package padlocks, latchets, and bolts, 1 package carpenters' tools, 1 package frying pans and melting ladles, 1 package mixed tools, 1 package cupboard till locks and press padlocks, 1 package wrought iron hinges, 1 pair sad irons.	
			ON BULKHEAD.	
			IRON, STEEL, LEAD, &C.	
251	....do.....	112 113	2 cases saws; No. 112, 12 cast steel pit saws, 7 feet, damaged; 36 cast steel cross-cut saws, damaged, (6 of 4½ feet, 12 of 5 feet, 12 of 5½	10

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
			feet, 6 of 6 feet;) No. 113, 12 cast steel pit saws, 7 feet, damaged; 36 cast steel cross-cut saws, (6 of 4½ feet, 12 of 5 feet, 12 of 5½ feet, 6 of 6 feet.)	
252	[F] B	129 *a* 135 135 A 136 A 137 A	10 kegs black paint, ullaged	10
253	....do.....	213 *a* 220	8 cases Brades's cast steel; 1 case, ½ inch square; 2 cases, ⅝ inch square; 2 cases, 9-16 inch square; 1 case, 1⅛ by 5-16 inch; 2 cases, 1¼ by ⅜ inch; each 560 lbs. net. Total, 4,480 lbs.	10
254	.....	.....	12 anvils, damaged; weight, 2,203 lbs	10
255	No mark...	.....	1,624 bars flat and square iron; 452 bars round iron; weight, 27 tons, 14 cwt., 20 lbs.	10
256	....do.....	.....	333 bundles iron, assorted, round and square; weight, 13 tons, 12 cwt., 24 lbs.	10
257	I G 1 X	.....	260 boxes tin plates, 14 by 20, damaged; 89 boxes tin plates, 14 by 20, damaged.	10
258	.....	.....	315 pigs Liverpool lead, weighing 44,860 lbs	13
259	P O	1 *a* 9	9 hhds. linseed oil, 515 gallons	3
			BRANDIES, CHAMPAGNE, HOLLAND GIN IN WOOD AND GLASS, TEAS, RIO COFFEE, CANDLES, &C.	
260	R P	71 *a* 80	10 half pipes "Jas. Hennessy" brandy, 56 and 57 per cent. proof, 616 galls.	3
261	L. & Co.	9 11	4 half pipes [L] brandy, 57 per cent. proof, 273 galls	11
262	[1858]	1	1 half pipe brandy, 56 per cent. proof, 67 galls	11
263	[L] M P	4 *a* 7 11 *a* 16 87 88 90 *a* 92 103 *a* 106	19 half pipes brandy, from 53 to 57 per cent. proof, 1,283 galls	11
264	....do.....	1 2 13 13 108 121 133 134 135 136 137 1 *a* 5	14 quarter casks brandy, (one empty,) from 54 to 57 per cent. proof, 478 galls.	11
265	L. & Co.	11 12 15 18 *a* 20	6 quarter casks Alex. Lespiant brandy, from 51 to 57 per cent. proof, 209 galls.	11
266	L. & Co. M P	2	1 quarter cask [1858] brandy, 56 per cent. proof, 42 galls	11
267	L. & Co.	1 *a* 3	3 quarter casks [R B] brandy, 56 per cent. proof, 123 galls 18 59	11
268	S & D	1 *a* 60	60 quarter casks brandy, (5 empty,) from 51 to 57 per cent. proof, 1,846 galls.	15
269	C ▱ P	1 *a* 5 6 *a* 15	0 0 0 00 00 00 5 half pipes 000 000 000 brandy, dark.	15
			10 quarter casks cognac brandy, dark, from 53 to 57 per cent. proof, 685½ galls.	
270	[C] ▱ P	1 *a* 5 9 *a* 15 10 *a* 14	5 half pipes [C] 0 0 0 / 00 00 00 / 000 000 000 7 quarter casks brandy, 55 to 56 per cent. proof, 670½ galls. 5 quarter casks	15
271	O O O B	1 *a* 3	3 half pipes J. Gros & Co.'s brandy, dark, 55 and 56 per cent. proof, 205 galls.	15
272	O O B	1 *a* 5 6 *a* 15	5 half pipes and 10 quarter casks Marquet, Son & Co.'s brandy, dark, 55 to 57 per cent. proof, 621 galls.	15
273	O O B P	16 *a* 20 21 *a* 30	5 half pipes Marquet, Son & Co.'s brandy, one half pipe empty, pale, 51 to 57 per cent. proof, 598 galls. 10 quarter casks 000 / 00 / 0 P	15
274	A C	19 30	12 quarter casks J. Gros & Co.'s brandy, cognac, 55 to 57 per cent. proof, 432 galls.	15
275	J D K	15 *a* 35	21 quarter casks COGNAC. DAGUET BROS. A. GATERAT. brandy, 55 to 57 per cent. proof, 736¼ galls.	15
276	P N	1 *a* 3	3 hhds. Holland gin, 56 per cent. proof, 216 galls	16
277	A M	.....	165 cases champagne, quarts, 1 dozen each	12
278	Z C	501 *a* 505	5 cases Vandenbergh & Co.'s schnapps, each 12 stone jugs, 1 case ullaged.	5
279	....do.....	506 *a* 531	26 cases John DeKuyper & Son's gin, each 12 square taper bottles	5

Lots.	Marks.	Numbers.	Description.	No. bill of lading.
280	Z C	.....	28 cases John DeKuyper & Son's gin, 1 ullaged case, each 15 square taper bottles.	5
281	S & D	.....	300 cases "Blankenheim" key-brand schnapps, each 12 square taper bottles.	14
282	[D]	.....	200 cases Vanhoytema & Co.'s V H O $\frac{t}{}$ Holland gin, each 12 square taper bottles.	14
283	T A B	.....	48 chests Congou tea, [A] No. 442, tare 27 lbs., each 5,568, 1,296. Net, 4,290 lbs.	4
284	T A G	919 *a* 949	31 half chests hyson Twankay tea, $\frac{[W]}{[D]}$, No. 18, tare 15 lbs. each, 1,846, 465. Net, 1,381 lbs.	4
285	T A G	1177 *a* 1207	31 half chests young hyson tea, [M & C], 111, tare 15 lbs. each, 2,153, 465. Net, 1,670 lbs.	4
286	Z C	560 *a* 571	12 chests Congou tea, [G], tare 27 lbs. each, 1,379, 324. Net, 1,055 lbs.	8
287	....do.....	572 *a* 581	10 half chests Congou tea, $\frac{[P]}{G B P}$, tare 27 lbs. each, 582, 150. Net, 432 lbs.	8
288	....do.....	583 *a* 590	8 half chests Congou tea, $\frac{(Z C)}{P X P}$, No. 13, tare 15 lbs. each, 441, 120. Net, 321 lbs.	8
289	C–C	1 *a* 67	67 boxes Price's patent Belmont candles, each 50 lbs. Total, 3,350 lbs.	3
290	(M)	1 *a* 2	2 cases English mustard, each 100 one-pound cans, 16⅔ dozen.....	1
291	.....	3 *a* 4	2 cases English mustard; No. 3, 40 cans, each 4 lbs.; No. 4, 50 cans, each 4 lb. Total, 360 lbs.	1
292	℘	.....	140 boxes English laundry soap, (tare 8 lbs. each,) weighing 11,042, 1,120. Net, 9,922 lbs.	1
293	.....	.....	10 bags salt, (5 broken and part out).....	6
294	.....	.....	905 bags Rio coffee, musty and damaged, double bags, 2 per cent. tare.	4
295	.....	.....	125 bags fermented sweeping, Rio coffee, 2 per cent. tare.....	4

BSB Bayerische StaatsBibliothek
MDZ Münchener DigitalisierungsZentrum Digitale Bibliothek

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